

**ALL TENDERS ARE DUE:
AUGUST 31, 2026 at 5:00 PM**

APPLICANT'S NAME: _____

KITCHEN	MONTHLY RENT BID:	\$
JANITORIAL	MONTHLY RENUMERATION:	\$

A sample lease agreement is attached on the following pages.

I _____, confirm that I have read the sample lease provided to me.

APPLICANT'S SIGNATURE: _____

The Taber Exhibition Association reserves the right to review all bids & modify leases accordingly. The Taber Exhibition Association further reserves the right to accept or reject any and all bids.

You may submit this bid via:

Email: taberagplex@telus.net

Mail: 6602-53 Street Taber AB T1G 2A2

Drop Box: Front Doors of the Taber Agri-Plex Lobby

THIS AGREEMENT dated this _____ day of _____, 2026.

BETWEEN: Taber Exhibition Association (T.E.A.)
6602-53 Street Taber, Alberta T1G 2A2,
IN THE PROVINCE OF ALBERTA
(HEREIN AFTER REFERRED TO AS THE "LESSOR"),
OF THE FIRST PART

AND

NAME
of _____ Taber, Alberta T1G XXX
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE LESSEE)

OF THE SECOND PART

WHEREAS the Lessor is the registered owner of the land and building known as the Taber Agri-Plex CONCESSION, which is identified as 6602-53 Street Taber, Alberta in the Taber Exhibition Association in the Province of Alberta and which contains an area termed the "Kitchen".

AND WHEREAS the Lessee wishes to lease a portion of this area known as Kitchen and small attached storage room. For clarity, the lobby is not included in the Lessee's space and is controlled by the T.E.A.'s booking process.

AND WHEREAS the Lessor agrees to allow the Lessee certain concession rights based on the terms outlined in this agreement.

1. AREA DEFINED

Kitchen and small attached storage room.

For clarity, the lobby is not included in the Lessee's space and is controlled by the T.E.A.'s booking process.

2. PAYMENT SCHEDULE

1. Payment for Lease Agreement

Term	Monthly Lease Payment	GST	Total Monthly Amount
November 1, 2026 to June 30, 2028	\$XXX TBD	\$XX	\$XXX

- The monthly payment schedule is subject to applicable taxes such as the Federal Goods & Services Tax. The Lessee agrees to pay to the Lessor the Monthly Fee by the 1st day of each month, for the use of the Concession facility. The Lessor will not be held accountable for a net financial loss in any Concession year. Late fees will incur 2% per month interest added.

3. The Lessee is responsible to split the cost of the annual hood cleaning charges. The T.E.A. holds the right to determine an approved vendor to perform duties.
4. A failure to pay constitutes a Default. The T.E.A. reserves the option to terminate the lease, evict the Lessee and sue for remaining rent or damages.
5. The Lessee acknowledges that the Lessor will take any legal action necessary to collect the monies due or costs incurred by the Lessor in the event of a failure of the Lessee to remove and dispose of any goods or materials.

3. CONCESSION OPERATIONS

- a) The Lessee shall have the right throughout the term to sell any food and non-alcoholic beverage products to service the Arena from the Concession. Where other organizations are intending to utilize the Arena for food or beverage sales, the Lessee will be notified in advance and has the right to accept or decline the right to sell food or beverage products by other organizations during hours while the Concession is normally in operation. **For small private rentals such as a birthday party, the T.E.A. will allow outside food and beverages to be brought in but will recommend the services provided by the Lessee.**
- b) The Lessee shall support the T.E.A. with alcohol service as governed by the Alberta Gaming and Liquor Commission. There will be no remuneration for services. During the sale of alcoholic beverages, the Lessee must provide food services. The staff working at the concession must have their AGLC Pro-Serve certificate. The T.E.A. will order and maintain the liquor inventory for the Lessee.
- c) To the best of its ability, the Lessee agrees to provide concession operations for functions to be held in the Facility.
- d) The Lessor agrees to inform the Lessee of all functions and tournaments to be held in the Facility.
- e) The Lessee must hold a valid business license from the Town of Taber.
- f) The Lessee must hold a valid certificate from Alberta Health Services.

4. VENDING MACHINES

The Lessor maintains the right to control the use of vending machines.

5. MAINTENANCE

- a) The Lessor shall be responsible for the maintenance of all its own equipment and the Lessee shall be responsible for its own equipment.
- b) The Lessee will not be responsible for replacing old equipment under this agreement that is deemed irreparable that is owned by the Lessor.

- c) The Lessee is not permitted to undertake any major changes which will affect the structural condition of this facility.
- d) The Lessee shall be responsible for maintaining the Concession in good and tenatable repair.
- e) The Lessee shall be responsible for its caretaking services of the concession area. The Lessee will provide cleaning supplies, garbage bags and all other materials and supplies in fulfilling this agreement.
- f) The Lessor accepts responsibility for any damage to the structure through acts of God or any natural wear and tear, but not damage caused through negligence of the Lessee or by third parties granted access by the Lessee. Such damage as caused by negligence shall be repaired at the expense of the Lessee.
- g) The Lessor shall provide and maintain all plumbing, pipes, light fixtures, wiring, heating units and utility lines to the premises, except as may be installed by the Lessee. The Lessee shall notify the Lessor within twenty-four (24) hours should any of the aforementioned items become damaged or in any way prove inoperable. The Lessee acknowledges and agrees that they shall not authorize any repair in the name of the Lessor, without prior permission from an appropriate authority. The Lessee cannot allow any construction or mechanics' liens to be registered against the property/land if they hire contractors to work on the kitchen.

6. JANITORIAL DUTIES

- a) In consideration of the rental rate granted, the Lessee covenants to perform the following facility-wide janitorial duties. The Lessee is to provide janitorial duties to the front entry, lobby, kitchen, lobby washrooms, office, arena washroom, tables, chairs and board room.
- b) All windows will be adequately cleaned.
- c) The Lessee will remove and clean up tables and chairs when not in use from a rental if the renter failed to clean up.
- d) The Lessor will provide the cleaning supplies.
- e) The Lessee will provide snow removal of the lobby front entrance concrete pad and one concrete pad near the bar doors/arena washroom within 24 hours of a snow event or within 2 hours prior to any scheduled arena rentals. If the Lessee fails to uphold these duties, the Lessor may hire snow removal services at the Lessee's expense.
- f) During large events, there will be extra cleaning & checks of washrooms every 30-60 minutes depending on the number of patrons in the facility. There will be an expectation that all issues are dealt with promptly and swiftly should a patron,

board member or facility manager notify of a problem with cleanliness or stocking. If the Lessee fails to uphold these duties, the Lessor may hire janitorial services at the Lessee's expense.

- g) The Lessee will be responsible to maintain and stock the janitorial closet. Approval when ordering supplies must be granted by the Office Manager.

7. INSURANCE

- a) The Lessee agrees to maintain a current Comprehensive General Liability Insurance Policy with coverage of no less than TWO MILLION (\$2,000,000.00) DOLLARS. Moreover, the Lessee agrees to carry adequate Tenants Legal Liability Insurance.
- b) The Lessee agrees to provide a current copy of the Comprehensive General Liability Certificate of Insurance listing the legal description of the property and the Taber Exhibition Association as an "Additional Insured" upon execution of the lease. By January 1st annually the Lessee agrees to provide the Lessor with a current copy of the valid certificate of insurance.

8. SOCIETIES ACT

Applicable to Not-for-Profit Organizations:

The Lessee agrees to keep its Registration and Status with the Societies Act of Alberta and agrees to provide the T.E.A. with a copy of their Annual Return, which is sent to the Corporate Registry. Should the Lessee fail to maintain its status as a not for profit society under the Alberta Societies Act this lease will be automatically terminated.

8. SUB-LEASING

The Lessee may be permitted to sub-lease the Concession to other clubs or organizations upon the written approval of the Lessor and Lessee. The name of the Concession shall remain in the name of the Lessee until such time as this agreement is canceled. The general day-to-day operation cannot be sub-leased to the extent that the Lessee is no more than an acting tenant. The deep fryer will not be permitted to be utilized by any sub-leased party.

9. ENTRY RIGHTS

The parties agree that the Lessor or its agents may enter the property without prior notification in cases of emergency only. The Lessor agrees to notify the Lessee for inspection purposes or any other reasonable reasons for entry, as Owner of the property. No food, beverage or paper products shall be removed by the Lessor or its agents without notification to the Lessee. The Facility Manager and Board President will be provided with keys to the Kitchen at all times.

10. ATIA AND POPA

The Lessee and Lessor acknowledge and agree that the Access to Information Act (ATIA) and the Protection of Personal Information Act (POPA) apply to all records relating to, or obtained, compiled, collected, or provided to the Lessor under or pursuant to this agreement.

11. TERM OF AGREEMENT

- a) This agreement shall remain in effect from the 1st day of November, 2026 until the 30th day of June, 2028; or as deemed by the Lessor if the Lessee is no longer providing a reasonable and satisfactory service to the public or fails to abide by the terms and conditions set out in this agreement.
- b) Either the Lessee or the Lessor may initiate negotiations with the other party for furtherance of or changes to the terms of this agreement; such negotiation must be initiated no later than the 28th day of February, 2028.

12. CANCELLATION

In the event of the cancellation of this lease by the Lessee, the Lessee agrees to provide the Lessor three (3) months written notice of cancellation. Equipment provided by the Lessor at the start of the term of the lease shall remain in the Concession upon the Lessee's departure.

In the event of the cancellation of this lease by the Lessor, the Lessor agrees to provide three (3) months written notice of cancellation. If the cancellation is due to unsightly premises, unsafe food conditions, AHS inspection issues, or failure to maintain proper insurance the Board reserves the right to terminate this lease within 7 days notice.

13. INDEMNIFICATION

IT IS AGREED AND UNDERSTOOD that the Lessor shall not be liable or responsible in any way for any loss of or damage to any property belonging to the Lessee, or any agent or employee thereof, nor of any other person.

The Lessee agrees that the Lessor shall not be liable or responsible in any way for any personal injury or deaths that may be suffered or sustained by the Lessee, agent or employee of the Lessee or any other person who may come upon the leased area under the terms of this agreement.

The Lessee shall indemnify and save harmless the Lessor of and from all liabilities, fines, suits, claims, demands and actions of any kind or nature which may be brought against the Lessor, it's Agents or Employees, whether by reason of any breach, violation or non-performance by the Lessee of any covenant, Terms or Provisions, hereof; or arising by reason of the act of neglect of either the Lessee, it's Agents, Employees or the Lessor, it's Agents or Employees. The Lessee's indemnification of the Lessor shall survive any termination of this lease notwithstanding anything

herein to the contrary.

I/We, X do hereby accept this Lease Agreement of the above described facilities to be held by us as tenants and subject to the conditions, restrictions and covenants above set forth.

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

NAME
LESSEE:

NAME
LESSOR: Taber Exhibition Association

NAME
WITNESS: Taber Exhibition Association

SCHEDULE OF EQUIPMENT BELONGING TO THE TABER EXHIBITION ASSOCIATION

1. TBD
2. TBD