



FOR DISCUSSION PURPOSES ONLY

June 4, 2024

East Beaches Social Scene,
3 Ateah Road, Victoria Beach, MB.
R0E 2C0

RE: MEMORANDUM OF UNDERSTANDING BETWEEN BEACHES COMMUNITY CENTRE and EAST BEACHES SOCIAL SCENE (PHASE 2)

ATTN: EBSS Board;

Ladies and Gentlemen,

Please accept this letter as a MEMORANDUM OF UNDERSTANDING between BEACHES COMMUNITY CENTRE (Renter) and EAST BEACHES SOCIAL SCENE (EBSS)(Vendor), at 3 Ateah Road, Victoria Beach, MB.

Whereas the Renter wishes to rent the addition space (woodwork area) adjacent to the 2 rooms in the basement of EBSS identified as the room containing the TV monitor and the immediate room adjacent. The total area of the combined rooms is approximately 1025 square feet. This area will be defined as the interim fitness facility.

Whereas the Renter will enter into a 3 year lease with the Vendor on December 1, 2024

Whereas the rent will be \$14,500 per year paid in equal monthly installments.

Whereas the lease may be renewed for two - one year options after the initial 3 year lease based on mutual agreement by both parties with 90 days written notice given by the renter prior to the end of the lease.

The renter is reminded that they are financially responsible for the entirety of all leases once they are executed.

Whereas Beaches fitness members are granted access to the North (Side) Entrance of EBSS for the purpose of accessing the fitness facility. The Renter will place a small sign on the exterior of the building identifying the entrance to the fitness facility.

Whereas the Renter will be responsible to install security access on the (side) access door using a lock box device.

As illustrated in Schedule "A", the vendor will be responsible to remove the existing closet area in the East room of the original lease, as well as the doorway, walls and partial west wall of the East room up to the pillar that is closest to the back (North) wall of the West room of the space that compiled the original lease. The vendor will remove all equipment, tables, cabinets etc. from the woodworking room, leaving the area barren and clean, up to existing drywall.

The renter will be required to perform minor cosmetic work (patch and sand) as well as paint the woodworking area. The renter will install fitness flooring in the woodwork area once painting has taken place.

Coordination of work for security, removal of walls, woodwork equipment, patching, painting, floor installation, etc. will be coordinated by two designated foremen appointed one each by the renter and the vendor.

At the termination of the Phase 2 lease, the renter reserves the right to remove the fitness flooring from entire fitness area.

Renter suggests operating hours to be Monday to Sunday 6:00am to 9:00pm

Whereas the Renter will be responsible for all matters relating to the operation of the fitness facility including equipment maintenance, cleaning of the fitness area and the entrance area inside the side door, the stairs and stairwell area. The renter will continue to use the 2 video cameras that will be wired into the existing security system of EBSS. The renter will provide a water dispenser for use by fitness members during the life of the lease.

All security devices relating to ingress and egress of members from the original lease will be removed by the Renter from the front (East) doors, and will be repurposed to offer the same security for the North (side) entrance. All doors will be returned to their original state at the end of the lease.

Both parties recognize and acknowledge that this letter is binding only if and when the Beaches membership approves this memorandum of understanding by vote. This MEMORANDUM OF UNDERSTANDING is considered Null and Void if not executed by September 30, 2024.

I agree to the above terms and conditions;

Authorized representative of East Beaches Social Scene

Date:_____

Authorized representative Beaches Community Centre

Date:_____

