

**The Corporation of the Municipality of West Grey**

**By-law Number 105 - 2018**

**Being,** A by-law to approve and authorize the execution of a Concession Stand Rental Agreement at the Durham & District Community Centre;

**Now therefore the Council of the Municipality of West Grey hereby enacts as follows:**

1. That the Concession Stand Rental Agreement for the Durham & District Community Centre, between the Municipality of West Grey and Philip & Denise Grove, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said Concession Stand Rental Agreement.
3. That the Concession Stand Rental Agreement for the Durham & District Community Centre, attached as Schedule "A", hereto forms part of this by-law.
4. That By-law No. 59-2014 is hereby repealed.
5. That this By-law shall come into full force and effect on the date of its passing thereof.

Read a first and second time, this 17<sup>th</sup> day of September, 2018.

Read a third time and finally passed, this 17<sup>th</sup> day of September, 2018.

(Signed)  
Kevin Eccles, Mayor

(Signed)  
Mark Turner, Clerk



## SCHEDULE "A" TO BY-NUMBER 105-2018

### The Corporation of the Municipality of West Grey-Durham Arena

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Witnesses that in consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. **GRANT**– The Municipality of West Grey hereby grants to the Operator the right to use and occupy the Concession premises in the facilities described in Schedule A (the "facilities") for the sole purpose of Concession operation.
2. **EXCLUSIVITY**-Operator shall have the exclusive right to sell food, soft drinks and other cold beverage products at the facilities described in Schedule A. This right is subject to the following:
  - a. The Municipality's right to close facilities for maintenance, improvements or to decommission facilities.
  - b. During the period when Fall Fair is being held by the Durham & District Agricultural Society
  - c. The public are permitted to bring food and beverage for their personal use to the facilities.
  - d. Renters of public meetings rooms in the facilities may serve food and beverage products to their guests.
  - e. The Municipality has the right to grant outdoor food permits for special events/activities.
  - f. The Municipality has the right to permit other organizations to sell food and beverages in other areas of the facility as part of a special event.
3. **PAYMENTS**- In granting the exclusive right to provide concession services, the operator agrees to pay the Municipality the sum of \$160.00 per month due on the 1<sup>st</sup> day of each month. Upon notice of any non-payment or NSF charges the Operator shall have 5 days to make payment in full including an NSF fee in accordance with the Municipal Fees and Charges By-law.

4. **TERM**– This agreement will be effective the 18th day of September 2018 and to be fully completed on the 30<sup>th</sup> day of April 2019. The Municipality may extend the term to meet the needs of West Grey Minor Lacrosse.
5. **DEFAULT**- If the operator defaults in the performance of any of its obligations under this Agreement, the Municipality, after giving three (3) business days written notice, may without prejudice to any other remedy available to it make good any deficiencies. The Municipality may invoice the cost to the Operator.
6. **TERMINATION**– The Municipality may immediately terminate this Agreement without cause by notice in writing if the Operator becomes insolvent, makes assignment for the general benefit of creditors, vacates or abandons the premises or ceases to carry on business in accordance with this Agreement, or is in default of any term hereof, which shall continue for three days following written notice of the Operator. In addition, this Agreement may be terminated upon thirty days written notice given by either party to the other party of this Agreement. In the event of early termination of this Agreement, the Municipality shall reimburse the Operator for all prepaid payments in respect of the unexpired portion of the Agreement.
7. **HOURS OF OPERATION**– The Operator must adequately serve the renters of the recreational facilities, as directed by the Municipality. Hours of operation will be:
  - a. any time minor sports games are scheduled
  - b. any time Durham Thundercats are scheduled. The operator will be required to remain open until the start of the third period.

Municipal staff will notify the Operator of all new bookings as soon as possible. The concession stand may open for other events at their own discretion. The Municipality reserves the right to sell food to patrons when the Operator is closed.

8. **MENU**- Menu items and prices must be submitted to the Municipality for approval a minimum of two (2) weeks prior to the start of this Agreement. Any changes to the Menu will not be permitted without

written permission. The Operator shall not sell, alcohol, "near beer", energy drinks, tobacco or cannabis products. The Operator will not have/sell food or beverages made at any location outside the booth other than an approved kitchen and in this case shall provide proof of the approved kitchen.

9. **EQUIPMENT-** The Municipality will provide the Operator with the use of the equipment identified in Schedule B during the term of this Agreement to assist in the provision of the Concession Services. All other equipment and fixtures required to provide the Concession Services must be supplied, installed and maintained at the operators sole cost.
10. **ALTERATIONS AND ADDITIONS-** The Operator shall neither alter any part of the area of operation, nor install any fixtures thereto without the permission in writing from the Municipality which permission shall not be unreasonably withheld. The Operator shall provide the Municipality with all relevant plans and drawings respecting any proposed alterations, installations or other improvements to the area of operations upon applying or such permission in writing from the Municipality.
11. **USE OF THE AREA OF OPERATION-** The Operator shall not use the area of operation, nor shall it permit others to use the area of operation for any other purpose that the purposes of operating the Concession Services to provide food and beverage service to facility users.
12. **STANDARD CONDITIONS OF THE AREA OF OPERATIONS-** The Operator shall keep the area of operation (including seating areas and condiment tables) clean, clear of waste, paper, garbage, combustible materials and obstructions, and shall not cause or permit any noises and odours which would constitute a nuisance to emanate from the area of operation.
13. **REPAIRS AND MAINTENANCE-** The Operator shall maintain the area of operation and all fixtures, equipment and chattels in a safe, clean and neat condition, and shall maintain all equipment or chattels used in the area in a good state of repair. The Municipality acting reasonably may require certain maintenance, repair or replacement in accordance with notice given in writing to the Operator. The Operators will be required to assist financially in the maintenance of any

municipally-owned equipment that requires repairs due to the misuse by the Operator. Annual maintenance of the exhaust hood is required at a cost of Two Hundred and Seventy Five Dollars (\$275). Where the Operator fails to repair, replace or remedy any deficiency within ten (10) business days following the giving of such notice (or if the deficiency is not, within reasonable diligence, capable of being repaired or replaced or remedied within such ten (10) business day period, where the Operator fails to commence efforts to remedy such default within ten (10) business days following the giving of such notice and thereafter diligently to pursue such efforts), the Municipality may cause the required work to be done either by its own employees or by some other person authorized by the Municipality to do so. The reasonable cost of such work shall be recoverable as a debt from the Operator, its successors and assigns. This does not preclude the Municipality from resorting to any other remedies that it may have at law. The Municipality shall, acting reasonably, be the sole judge of the adequacy of the cleanliness, safety and neatness of the Concession Services and shall have the power to order any changes deemed advisable to ensure this. Upon termination of this agreement, the Operator shall leave the area of operation in good repair and in a safe, clean and neat condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

14. **GARBAGE DISPOSAL**- All food and beverage products sold shall be single service and sold in a disposable wrapper or container. The Operator shall use environmentally sound packaging that meets or exceeds health and safety standards. Where at all possible products shall not be sold in glass bottles or containers.
15. **LICENCE AND TAXES**– The Operator shall pay all taxes assessed by the taxing authority on the merchandise sold by the Operator and on any equipment owned by the Operator, sales taxes, business taxes, payroll taxes and any other license or fee incident to the business of the Operator.
16. **INDEMNITY – INJURY**– The Municipality shall not be responsible, in any way, for any injury to any person, including death, or for any loss of or damage to any property belonging to the Operator or to employees,

- invitees or sub- operators of the Operator while such person or property is in or about the premises of the building.
17. **NON-LIABILITY-DAMAGE TO THE PREMISES**– The Operator agrees to pay \$500.00 deductible to the Municipality for any damage to the building in which the premises are situated, or its furnishings and fixtures, and any part thereof due to any act of the Operator, its agents or employees, or any person attending the said building by reason of the use thereof by the Operator.
  18. **INSURANCE**– The Operator is required to carry Public Liability and Property Damage in a minimum amount of \$2,000,000.00 and shall provide proof thereof to the Municipality prior to the commencement of the term of this agreement.
  19. **PUBLIC HEALTH REGULATIONS**– The Operator shall abide by all regulations of the Grey Bruce Health Unit and provide access for health inspections as required. The Operator further agrees to comply with all regulations of the Municipality with respect to the handling of garbage and recyclable materials. The Operator will provide the Municipality with proof of certification.
  20. **ADVERTISING & SIGNS**- The Municipality has the right of approval of any advertising of the Concession Services. A sign satisfactory to the Municipality, acting reasonably, identifying the Operator may be displayed by the Operator in a location agreed to by Municipality. The Operator shall not exhibit, other than interior menu and daily menu specials any other signs, notices, paintings, designs or advertising devices, without first having obtained the consent in writing of the Municipality.
  21. **COMPLAINTS** – Any complaints concerning the operation of the Concession Services which come to the attention of the Municipality shall forthwith be communicated to the Facility Manager and in turn to the Operator.
  22. **DAMAGE** – In the event that the Concession Services area of operation or arena become wholly or partially unusable by any cause whatsoever, for a period of more than seven consecutive days, this agreement will terminate immediately upon notice to the

Operator.

23. **ASSIGNMENT** – The Operator shall not assign this agreement or part with or share the possession of the Area of Operation without the written consent of the Municipality, and the Municipality shall not be bound to give such consent.
24. **RENEWAL** – This contract may be renewed on an annual basis by mutual written consent of both parties
25. **OVERHOLDING ON A MONTH TO MONTH BASIS**- If the Operator remains in occupation of the area of operation after the expiration of the term hereof and without the execution and delivery of a new agreement or any written renewal or extension hereof, there shall be no tacit or other renewal of this agreement and term thereof, and the Operator shall be deemed to be occupying the area of operation from month to month at a monthly payment payable in advance on the first day of each month.
26. **RIGHT TO SHOW OR INSPECT**- The Municipality, acting reasonably, shall on twenty-four (24) hours' written notice to the Operator have the right from time to time to show or inspect the area of operation during business hours, provided that the business of the Operator is not unreasonably disrupted.

Dated at the Municipality of West Grey, this 17<sup>th</sup> day of September, 2018.

**The Corporation of the Municipality of West Grey**

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Kevin Eccles, Mayor

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Mark Turner, Clerk

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**Operator:**

**Philip & Denise Grove**

**Schedule A  
West Grey Facilities**

Facility	Year Built	Building Square Footage	Snack Bar Square Footage	Facilities
Durham Community Centre	1977	35760	206	Hall Meeting Room Arena



## Schedule B

### Equipment Listing

#### **The Municipality of West Grey- Durham Concession Stand Supplied Equipment**

- Double basket gas deep fryer
- Large gas griddle
- Single door glass cooler
- Refrigerator
- Upright Freezer
- Exhaust hood
- One large Freezer in storage room
- One heat lamp
- One bun warmer

Operator Equipment to include but not limited to:

- Hot beverage containers supplied by the vendor

Note: The Municipality reserves the right to update, amend and/or delete the equipment listing during the term of the agreement.