

The Corporation of the Municipality of West Grey

By-law Number 106 - 2018

Being, A by-law to approve and authorize the execution of a Concession Stand Rental Agreement at the Normanby Arena Complex;

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

1. That the Concession Stand Rental Agreement for the Normanby Arena Complex, between the Municipality of West Grey and Steve Lantz, 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 Normanby Arena Complex, attached as Schedule "A", hereto forms part of this by-law.
4. That By-law No. 49-2015 is hereby repealed.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 17th day of September, 2018.

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

(Signed)
Kevin Eccles, Mayor

(Signed)
Mark Turner, Clerk



SCHEDULE "A" TO BY-LAW NUMBER 106-2018

The Corporation of the Municipality of West Grey-Normanby Arena Complex

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 1st 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 22nd day of September 2018 and to be fully completed on the 31st day of March, 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 scheduledMunicipal 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. **VENDING MACHINES** - The control and operation of the food / drink vending machines within the facilities are the responsibility of the Operator. The Municipality assumes no responsibility for the maintenance, damage, or theft to the vending machines. Operator's responsibility for the vending machines is subject to the following:
- A. The Municipality shall determine the location, quantity and type of vending machines. Operator has the right to refuse to place vending machines in an area where Operator, in its sole and absolute discretion, deems that vandalism or lack of adequate vending sales poses a concern. Operator has the further right to remove any vending machine from any location after vandalism occurs.
 - B. All vending machines must be 110, 3-Phase POWER and provide energy efficient operation.
 - C. If a vending machine requires a major repair, such as a full board replacement, Operator will remove and repair the vending machine at no charge to the Municipality. Operator will replace the vending machine with a new or new-like vending machine to ensure that there is no disruption in business to customers.
 - D. The Operator will give the Municipality a 15% royalty for any profit earned.
11. **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.

12. **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 than the purposes of operating the Concession Services to provide food and beverage service to facility users.
13. **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.
14. **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.
15. **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.
 16. **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.
 17. **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.
 18. **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.
 19. **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.
 20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **RENEWAL** – This contract may be renewed on an annual basis by mutual written consent of both parties
26. **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.
27. **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.

28. **WORKERS' COMPENSATION CERTIFICATE**- The Operator shall, prior to execution of this Agreement by the Municipality, submit a certificate of good standing from the Workplace Safety and Insurance Board to the Clerk and shall provide additional certificates as often as is deemed necessary by the Municipality during the term of this agreement to ensure good standing with the workers' compensation legislation.

Dated at the Municipality of West Grey, this __day of _____, _____.

The Corporation of the Municipality of West Grey

Kevin Eccles, Mayor

Mark Turner, Clerk

Operator: Steve Lantz

**Schedule A
West Grey Facilities**

Facility	Year Built	Building Square Footage	Snack Bar Square Footage	Facilities
Normanby Arena Complex	1976	35000	420	Hall Meeting Room Arena

Schedule B

Equipment Listing

The Municipality of West Grey- Normanby Concession Stand Supplied Equipment

- One 18 cubic inch Refrigerator
- One Single Door Freezer
- One Exhaust Hood for the Grill & Deep Fryers
- Two 6' X 26" Cupboards
- One Hand Sink & Vanity Cupboard
- One Garbage Container

Operator Equipment to include but not limited to:

- Two- Deep Fryers
- Two Door Pop Cooler
- One Grill
- One Slushie Machine
- One Coffee Maker
- One Hot Chocolate Maker
- One Toaster Oven
- One Bun Warmer
- One Microwave

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