

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

**BY-LAW NUMBER 67 - 2009**

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

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:**

1. That the Canteen Rental Agreement, between the Municipality of West Grey and Corey Harris, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and seal the Canteen Rental Agreement.
3. That the Canteen Rental Agreement, attached as Schedule "A", hereto becomes part of this by-law.
4. That By-law No. 56-2008 is hereby rescinded.
5. That this By-law shall come into full force and effect on the date of its passing thereof.

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Read a first and second time, this 24<sup>th</sup> day of August, 2009.

Read a third time and finally passed, this 24<sup>th</sup> day of August, 2009.

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Mayor- Kevin Eccles

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CAO/Clerk – Christine Robinson

**SCHEDULE "A" TO BY-LAW NUMBER 67 - 2009**

**MUNICIPALITY OF WEST GREY**

**DURHAM & DISTRICT COMMUNITY CENTRE**

**CANTEEN RENTAL AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BETWEEN:

MUNICIPALITY OF WEST GREY

hereinafter called the "Municipality"  
of the FIRST PART;

AND:

COREY HARRIS

hereinafter called the "Licensee"  
of the SECOND PART

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 Licensee the right to use and occupy the Canteen premises in the building known as the Durham & District Community Centre, at 451 Saddler Street West, Durham, Ontario (herein called the "Premises") for the sole purpose of canteen operation.
2. TERM – The rental terms shall be for the period commencing on the 1<sup>st</sup> day of September 2009 and to be fully completed on the 1<sup>st</sup> day of May, 2010.
3. RENT – The rent payable to the Municipality by the Licensee, for the term of the agreement, shall be in the amount of \$2,700.00, paid in full as of the 1<sup>st</sup> day of September, 2009.
4. USE – The premises shall be used and occupied by the Licensee for the sole purpose of operating the Canteen as a snack bar or refreshment stand, in which no alcoholic beverages shall be sold, dispensed or stored.
5. RESERVATION – The Licensee shall have the exclusive right to sell snacks and refreshments within the arena proper during the term of this agreement, except during the period when Fall Fair is being held by the Durham & District Agricultural Society, but the Licensee shall remain free to negotiate with the Agricultural Society to operate food services on its behalf. The Arena reserves the right to place vending machines within the building to serve its patrons.
6. HOURS OF OPERATION – the Licensee must adequately serve the renters of the recreational facilities, as directed by the Municipality. Hours of operation will be weeknight evenings, weekend daytime and evenings, and determined in consultation with the Facility Manager. The Municipality has the right to limit operation during the Fall Fair.
7. ASSESSMENTS & FEES – The Licensee shall pay all taxes assessed by the taxing authority on the merchandise sold by the Licensee and on any equipment owned by the Licensee, sales taxes, business taxes, payroll taxes and any other licence or fee incident to the business of the Licensee.

8. 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 Licensee or to employees, invitees or sub-licensees of the Licensee while such person or property is in or about the premises of the building.
9. NON-LIABILITY-DAMAGE TO THE PREMISES – The Licensee agrees to pay \$500.00 deductible to the Municipality for any damage to the building in which the premises are situate, or its furnishings and fixtures, and any part thereof due to any act of the Licensee, its agents or employees, or any person attending the said building by reason of the use thereof by the Licensee.
10. INSURANCE – The Licensee is required to carry Public Liability and Property Damage in a minimum amount of \$1,000,000.00 and shall provide proof thereof to the Municipality prior to the commencement of the term of this agreement.
11. MAINTENANCE – Routine maintenance and repairs of Municipality owned property is the responsibility of the Municipality and the Licensee except where the repairs or maintenance are required because of misuse by the Licensee or his/her employees, in which case the costs shall be borne solely by the Licensee. The Licensee shall be responsible for ensuring that the mezzanine area is kept free of debris associated with the canteen operation and that the canteen and mezzanine is maintained in a clean and tidy manner. The Licensee shall also ensure that the kitchen area is left in a clean and tidy manner. The Municipality has the authority to determine the appropriate level of maintenance and cleanliness.
12. PUBLIC HEALTH REGULATIONS – The Licensee shall abide by all regulations of the Bruce-Grey Owen Sound Health Unit and provide access for health inspections as required. The Licensee further agrees to comply with all regulations of the Municipality with respect to the handling of garbage and recyclable materials.
13. EQUIPMENT- The Corporation will not supply any additional equipment than what is presently provided in the canteen. Any additional equipment must be approved by the Municipality prior to installation.
14. PRODUCTS SOLD – All products sold in the premises must be approved by the Municipality prior to purchase. The Municipality can limit the selling of anything other than snack bar foods. The Licensee shall only be permitted to sell Coca-Cola products in accordance with the terms of the contract presently in place for the facility. The Licensee shall place Coca-Cola product orders through the Durham Arena Manager.
15. ADVERTISING- the Municipality has the right of approval of any advertising of the canteen.
16. COMPLAINTS – Any complaints concerning the operation of the canteen which come to the attention of the Municipality shall forthwith be communicated to the Facility Manager and in turn to the Licensee.
17. DAMAGE – In the event that the canteen premises 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 Licensee.
18. ASSIGNMENT – The Licensee shall not assign this agreement or part with or share the possession of the canteen premises without the written consent of the Municipality, and the Municipality shall not be bound to give such consent.
19. TERMINATION – The Municipality may immediately terminate this agreement by notice in writing if the Licensee 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 Licensee. In addition, this agreement may be terminated upon thirty days written notice given by either party to the other party of this agreement.

20. RENEWAL – This contract may be renewed on an annual basis by mutual written consent of both parties.

DATED at the Municipality of West Grey, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

\_\_\_\_\_  
Mayor – Kevin Eccles

\_\_\_\_\_  
CAO/Clerk – Christine Robinson

**LICENSEE**

\_\_\_\_\_  
Corey Harris

**ADDENDUM TO CANTEEN RENTAL AGREEMENT  
RE: Arena Concession**

**MEMORANDUM OF UNDERSTANDING**

1. At the present time there are no additional services required of the concessionaire with regards to the arena concession.
2. This agreement in no way reserves the right of concessions for the community hall. Concession operation in this area is the right of the hall renter, but the Licensee shall remain free to negotiate with the hall renters.
3. The Licensee agrees to purchase all existing canteen inventory.
4. Any special requirements of the quote including costs may be listed on this page.

DATED at the Municipality of West Grey, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

\_\_\_\_\_  
Mayor – Kevin Eccles

\_\_\_\_\_  
CAO/Clerk – Christine Robinson

**LICENSEE**

\_\_\_\_\_  
Corey Harris