

The Corporation of the Municipality of West Grey

By-law Number 75 - 2018

Being, A by-law to approve and authorize the execution of a Concession Booth Lease Agreement between the Municipality of West Grey and the Durham Diamond Project/Durham Minor Ball;

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

1. That the Concession Booth Lease Agreement, between the Municipality of West Grey and the Durham Diamond Project/Durham Minor Ball, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign and seal the Concession Booth Lease Agreement.
3. That the Concession Booth Lease Agreement, attached as Schedule "A", hereto becomes part of this by-law.
4. 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 4th day of July, 2018.

Read a third time and finally passed, this 4th day of July, 2018.

(Signed)
Kevin Eccles, Mayor

(Signed)
Mark Turner, Clerk

Schedule "A" to By-law Number 75 - 2018

Municipality of West Grey

Durham Diamond Project/Durham Minor Ball

Concession Booth Lease Agreement

This Agreement dated the 4th day of July, 2018.

Between:

Municipality of West Grey

hereinafter called the "Municipality"
of the FIRST PART;

And:

Durham Diamond Project/Durham Minor Ball

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 Concession Booth premises at the Durham Ball Diamonds, at 451 Saddler Street West, Durham, Ontario (herein called the "Premises") for the sole purpose of the Concession Booth operation.
2. TERM – The rental terms shall be for the period commencing on the 1st day of July, 2018 and to be fully completed on the 1st day of July, 2019.
3. RENT – No rent is payable for leasing the Concession Booth.
4. USE – The premises shall be used and occupied by the Licensee for the sole purpose of operating the Concession Booth 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 Concession Booth during the term of this agreement, except during the period when the 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.
6. HOURS OF OPERATION – the Licensee shall determine hours of operation in consultation with the Facility Manager. The Municipality has the right to limit operations 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. NON-LIABILITY-DAMAGE TO THE PREMISES – The Licensee agrees to pay 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.

9. 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 also ensure that the Concession Booth is left in a clean and tidy manner. The Municipality has the authority to determine the appropriate level of maintenance and cleanliness.
10. PUBLIC HEALTH REGULATIONS – The Licensee shall abide by all regulations of the Grey Bruce 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.
11. EQUIPMENT- The Corporation will not supply any additional equipment than what is presently provided in the Concession Booth. Any additional equipment must be approved by the Municipality prior to installation.
12. ADVERTISING- the Municipality has the right of approval of any advertising of the Concession Booth.
13. COMPLAINTS – Any complaints concerning the operation of the Concession Booth which come to the attention of the Municipality shall forthwith be communicated to the Facility Manager and in turn to the Licensee.
14. DAMAGE – In the event that the Concession Booth 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.
15. ASSIGNMENT – The Licensee shall not assign this agreement or part with or share the possession of the Concession Booth premises without the written consent of the Municipality, and the Municipality shall not be bound to give such consent.
16. 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.
17. 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 4th day of July, 2018.

The Corporation of the Municipality of West Grey

Kevin Eccles, Mayor

Laura Johnston, CAO/Deputy Clerk

Licensee

Durham Diamond Project/Durham Minor Ball