



OPTIMIST SNACK BAR AGREEMENT

Between

The Corporation of the Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham, ON N0G 2W0
(The Lessor)

&

Wingham Scouts
C/O Angela Benninger
(The Lessee)

The Lessee agrees to operate the Optimist Ball Park Snack Bar for the 2016 season. The agreement will commence May 1, 2016 and ends October 31, 2016.

The intention of this agreement is to offer the opportunity to a community based group to fundraise using sales from the Optimist Ball Park Snack Bar. In exchange for this opportunity, the Lessee agrees to clean and stock the adjoining washrooms daily, and lock up the washrooms at the end of each evening (dusk) or at the end of any rentals at the park.

Hydro

The Lessor agrees to pay for all hydro costs at the site.

Keys and Bathroom Stock

The Lessor agrees to provide the Lessee with the required number of keys to the facility. The Lessee agrees not to copy the keys; if additional keys are required they will be provided by the Lessor. At the end of the season, all keys will be returned to the Lessor.

The Lessor agrees to provide the supplies for stocking and cleaning the washrooms.

Equipment

The Snack Bar is equipped as is by the Lessor. The Lessee may equip the facility with fridge and/or freezer to store supplies for sale. The remaining equipment belongs to the Lessor and may be used by the Lessee as part of their operations. The Lessee may move in their own equipment and stock.

Subletting

The Lessee is not to sublet or assign any portion of the Optimist Snack Bar Building without permission from the Lessor. Such consent may be arbitrarily refused and is at the sole discretion of the Lessor.

By-laws and Statues

The Lessee agrees to comply with all applicable by-laws, statutes, rules and regulations governing the conduct and operation of the Snack Bar. It is the responsibility of the

Lessee to contact the Huron County Health Unit at the start of the season to inform them of their intent to operate a Snack Bar. It is the responsibility of the Lessor to have the water tested at the start of the season. The Lessee may not initiate operations until the Lessor has provided a certificate of clearance for the water quality.

Insurance and Indemnity

At the time of the execution of this Lease, the Lessee is required to show proof of general liability insurance for the operations of this food booth of up to \$2,000,000 naming the Township of North Huron as an additional insured. The Lessee has the option to carry property insurance on their stock or equipment stored in the facility, however the Lessor will not be responsible for loss under any circumstances. The Lessee shall indemnify and keep indemnified the Lessor from and against all actions, suits, claims, and demands whatsoever arising out of or incidental to the Lessee's occupancy of the premises, or his operations.

Repair and Maintenance

The Lessee agrees to keep the snack bar in good repair and to maintain the concession, equipment, and conduct the business generally at a high level of cleanliness following all guidelines set forth by the Huron County Health Unit.

Garbage

It is the responsibility of the Lessee to deposit their garbage in the barrel located at the front of the Snack Bar. The Lessor will be responsible for collecting that garbage daily Monday to Friday. If the Lessee requires extra garbage pick up for a specific event or on a weekend at the park, they must coordinate this in advance with the Lessor. The Lessee supplies their own garbage bags for inside the food booth.

Alterations and Additions

The Lessee agrees not to alter or add to or in any way vary the concession without first obtaining the written consent of the Lessor.

Types of Food

The Lessee agrees to offer for sale pre-packaged foods only. No foods will be prepared on-site or off-site for sale by the Lessee without prior written consent from the Lessor and approval by the Huron County Health Unit.

Hours of Operation

The Lessor agrees to provide for the Lessee a copy of the rental schedule for the park. It is recommended that the Lessee check weekly for any changes or updates to this schedule as it fluctuates regularly. It is anticipated that the Lessee will make every effort to operate the Snack Bar when there are park rentals.

Occupational Health and Safety Act

The Lessee agrees to abide by and enforce the requirements of the current Ontario Occupational Health and Safety Act, Regulations for Industrial Establishments, the Workplace Hazardous Materials Information System (W.H.M.I.S) and other relevant regulations made under the Occupational Health and Safety Act.

Contract Termination

The Lessor may immediately terminate the contract if the local Medical Officer of Health notifies the Lessor that there is a problem. The Lessor will attempt to work with the Lessee to resolve any issues, however if this can not be done to the satisfaction of the Lessor the contract may be terminated.

The Lessor reserves the right to cancel the contract with 10 days written notice, without penalty, if it is determined that the Lessee is not honouring their side of the agreement.

Exclusive Privileges

The Lessee has the exclusive right to operate the snack bar. Should the Lessor wish to offer the space for rent to another group for an event, this must be agreed upon by the Lessee.

Loss by Fire or Burglary

The Lessor shall not be liable to the Lessee for any loss or damage caused by fire to or burglary of any of the stock or equipment of the Lessee upon the premises covered herein.

Please sign and date below to indicate you have read and agree to the conditions outlined in this agreement. This must be signed by an officer of Wingham Scouts with authority to bind said organization to a contract.

Kathy Adams, Clerk
Township of North Huron

Date

Name
Wingham Scouts

Signature

Date