

APPENDIX "A" TO BY-LAW 2023-xx

THIS AGREEMENT MADE THIS XX DAY OF OCTOBER 2023

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES
(hereinafter referred to as the "Lessor" or "Corporation")

AND

ST.-CHARLES MINOR HOCKEY ASSOCIATION
(Hereinafter referred to as the "Lessee")

WHEREAS, the Corporation of the Municipality of St.-Charles deems it desirable to enter into an Agreement for the operation of the arena canteen.

NOW THEREFORE in consideration of the mutual provisions contained in this Agreement, the Lessor and the Lessee each with the other as follows:

1.0.0 TERMS AND CONDITIONS

1.1.0 The Lessee shall have the sole use of the arena canteen for all scheduled events and functions, which include dances, tournaments, and community festivals with the exception of private events that have a facility agreement with the Lessor.

1.2.0 Rights to place vending machines in the arena lobby may be provided to other parties by way of permission from the Municipality with the Lessee having first right of refusal.

1.3.0 The Lessee shall have the use of all canteen equipment as listed:

Popcorn Machine - Municipality
Cash Register Casio PCR-T295L - Municipality
Cafeteria Tables – Arena Lobby, general use
Microwave LG 0.9 cu ft - Municipality
Microwave Chef - Municipality
Microwave Sylvania - Municipality
Stove Electric Whirlpool - Municipality
Chest Freezer - Municipality
Microwave Chef - Municipality
Pepsi cooler 2 door - Municipality
Cappuccino Machine - Yes, We Do Coffee

Bunn Coffee Maker - Yes, We do Coffee
Cheese Dip Warmer -Municipality
Small Chest freezer - Municipality

1.4.0 The Lessor shall be responsible for all maintenance and repairs of equipment, but the Lessee will be responsible for maintenance if caused by neglect or abuse. The Lessor reserves the right to remove equipment from service if repairs or replacement are excessive.

1.5.0 The Lessee shall be responsible for all cleaning of the canteen and the purchasing of necessary operational supplies at their own cost. Cleaning of the arena lobby and washrooms will be the responsibility of the Lessor.

1.6.0 The Lessee shall be responsible for maintaining the canteen in a clean and orderly manner so as to avoid the attraction of pests and rodents. The Lessee shall adhere to any requirements or recommendations of Public Health and / or the Lessor as it relates to the handling, service, and sale of food items.

1.7.0 Signage will be put up by the Municipality paid for by the Lessee to encourage the users to purchase from the canteen. There shall be no exclusive right to provide.

1.8.0 During any summer operation, the canteen can be opened to the public with limited use of the lobby and accessible washroom, other rooms are to be prohibited from public access. The Lessee shall be responsible for general cleaning including garbage pick-up and sweeping up after use. The Lessor shall be responsible for floor and washroom cleaning.

2.0.0 REPORTING

2.1.0 The Lessee shall report or discuss any maintenance and or repair issues with the CAO including repairs and maintenance to equipment or canteen furniture.

2.2.0 The Lessee shall report or discuss any contractual obligations / requests to the Municipal Clerk.

2.3.0 Prior to a new or extend lease being considered, a full financial reporting shall be submitted to the Municipality by April 30, 2024, that shall include but not limited to total sales, expenses (in such detail as to determine material), equipment, salaries, and supply costs.

2.3.1 Also included with the financial report a summary report that will indicate the total hours of operation and any concerns, recommendation or observation regarding operation, capital equipment or other comments in regard to the canteen or arena operation.

3.0.0 FEES

3.1.0 The rental fee for use of the arena canteen is set at \$ _____ for the 2023-2024 Season

4.0.0 TERM

4.1.0 This Agreement shall be in force and in effect for a term beginning October 1, 2023 to March 30, 2024, or until terminated by either party or repealed by Council and can be renegotiated or extended by Council or resubmitted by Council for a new proposal.

5.0.0 TERMINATION

5.1.0 The parties agree that this agreement may be terminated without cause by either party upon sixty (60) days written notice.

6.0.0 NOTICE

6.1.0 Any notice required to be given to the Corporation shall be in writing and shall be effectively given if served personally or if mailed by prepaid registered mail, to the attention of the Clerk, The Corporation of the Municipality of St.-Charles, 2 King Street East, P.O. Box 70, St.-Charles, Ontario, P0M 2W0.

6.2.0 Any notice required to be given to the Lessee shall be in writing and shall be effectively given if served personally or if mailed by prepaid registered mail, to the attention of Maria Tavares, President, St.-Charles Minor Hockey Association, ??????, St.-Charles, Ontario, P0M 2W0.

6.3.0 Where any notice is mailed, the parties hereto agree that the notice shall be deemed to have been received 3 (three) days after the date of its mailing.

7.0.0 INDEPENDENT CONTRACTOR

7.1.0 The Lessee agrees to perform the services set out in this Agreement as an independent contractor, and for all purposes shall not be or be deemed to be an employee or an agent of the Corporation.

8.0.0 DELIVERY OF SERVICES

8.1.0 Quality healthy food and first-rate service are expected from the Lessee.

8.2.0 The Lessee must be open during regularly scheduled events with the exception of hockey practices which will be up to the discretion of the Lessee.

8.4.0 The Lessee will be allowed to plan, organize, and implement children's birthday parties at the arena; however, all municipal By-Laws shall be adhered to.

8.5.0 All additional services that the Lessee wishes to implement must be approved by Council.

9.0.0 INSURANCE

9.1.0 The Lessee agrees to obtain and keep in force Commercial General Liability having a minimum of \$1,000,000.00 liability which will protect the Lessee and the employees or agents of the Lessee from all claims, demands, actions, causes or action that may be taken or made against them or any of them for any loss, damage or injury including death, or any nature or kind whatsoever that may arise through any act or omission of both, of the Lessee or any employee or employees of the Lessee or agents during the entire term of this agreement. The Corporation of the Municipality of St.-Charles shall be named as additional insured under the policy of insurance in order to be notified should there be a cancellation of the insurance policy. A certificate of insurance shall be provided to the Corporation upon signing of this agreement. Operation of the canteen shall not commence until proof of insurance has been provided.

9.2.0 The Lessee shall also show proof of WSIB coverage to the Corporation, if applicable.

10.0.0 SERVICES FROM THE CORPORATION

10.1.0 The Lessor shall provide at no cost to the Lessee hydro at the canteen location.

10.2.0 The Lessor shall provide an updated event schedule with sufficient notification of all cancellations.

10.3.0 The Lessor shall provide two (2) parking spots for canteen use only where the signage shall be provided by the Municipality but paid for by the Lessee.

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11.0.0 WAIVER

11.1.0 No term, provision of condition of this Agreement can be waived except by written consent of the parties hereto.

SIGNED, SEALED AND DELIVERED:

Date: _____

) St.-Charles Minor Hockey Association
) per: Maria Tavares, President
) _____
I have authority to bind the Association.

Date: _____

) Corporation of the Municipality of St.-Charles
) per: Paul Branconnier, Mayor
) _____

Date: _____

) Corporation of the Municipality of St.-Charles
) per: Tammy Godden, Clerk
) _____

