

THIS AGREEMENT made in duplicate this 16<sup>th</sup> day  
of July, 1990.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,  
Hereinafter referred to as the "Town",

- and -

THE FENWICK LIONS CLUB,  
Hereinafter referred to as the "Club".

WHEREAS the Town owns and operates a community recreation centre and park known as Centennial Park (the "Park"), located in that portion of the Town known as the Village of Fenwick:

AND WHEREAS the Club did construct and operate a Food Booth and Pavilion (the "Booth") at the Park under the authority of By-law #604 (1980);

AND WHEREAS the Club is desirous of continuing to operate the Booth;

AND WHEREAS both parties acknowledge and agree that the Booth is now owned by the Town;

AND WHEREAS the Community Recreation Centres Act, R.S.O. 1980, Chapter 80, Section 2, Subsection (5) authorizes the Council of a municipality to let the right to sell refreshments within its community recreation centre for a period not exceeding ten years on such terms and conditions as Council may prescribe;

NOW THEREFORE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter set out:

1. Commencing as of the 1st day of January, 1990 and for a term of ten years, the Town hereby grants to the Club the right to sell refreshments at the Booth.

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2. The Club agrees to pay to the Town the sum of \$1.00 yearly and to reimburse the Town for 50% of the cost of a waste receptacle/container service to handle the garbage generated by the concession operation at the Booth. All arrangements related to this container service will be made by the Town and the Club will be invoiced for one-half of the costs incurred in the provision of this service.

3. The Club hereby agrees to bear all the operating costs of the Booth during the term of this agreement including and not limited to all public utility costs, maintenance costs, etc. The Club will be exempt from the payment of municipal taxes.

4. The Club hereby agrees to install in the Booth, at its own expense, all fixtures and appliances that it requires for its operation.

5. The Club shall maintain its own fire, theft and liability insurance coverage, in a form and amount satisfactory to the Town, for the use and operation of the Booth, and shall keep such insurance coverage in full force and effect through the term of this agreement. The Town shall maintain its own insurance coverage on the Booth and the Park.

6. The Club hereby agrees to be responsible for all inside and outside maintenance to the Booth.

7. The Town agrees to be responsible for regular grounds maintenance at the Park.

8. The Club hereby agrees that it shall be fully responsible for the proper supervision of any activities conducted within the Booth and hereby agrees to indemnify and save harmless the Town from any and all claims arising from the operation of the Booth.

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9. This agreement may be terminated by either party upon thirty (30) days notice, in writing. Any notice shall be delivered or sent by registered mail to:

The Town at: Town of Pelham, 20 Pelham Town Square, P.O.  
Box 400, Fonthill, Ontario, L0S 1E0

The Club at: Fenwick Lions Club, FENWICK, Ontario,  
L0S 1C0

10. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter hereof. Any amendments to this Agreement shall be in writing signed by all parties hereto.

11. If any term, clause or provision of this Agreement shall be adjudged to be invalid, the validity of any other term, clause, or provision shall not be affected, and such invalid term, clause or provision shall be deleted from this Agreement.

12. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario.

13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors, transferees, and permitted assigns.

Cont'd.....

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN  
OF PELHAM AND THE FENWICK LIONS CLUB have hereunto  
affixed their Corporate Seals duly attested by their  
proper officer in that behalf.

SIGNED, SEALED AND DELIVERED )  
- in The Presence Of - )

THE CORPORATION OF  
THE TOWN OF PELHAM  
PER:

*John Collins*  
MAYOR

*Mary Hackett*  
CLERK

THE FENWICK LIONS CLUB  
PER:

*Richard B.*  
PRESIDENT

*David Hall*  
SECRETARY

*Anthony Sinamore*