

THIS AGREEMENT made, in triplicate, the 9 day of MAY,
1994.

B E T W E E N:

FRED HUTCHISON
(Hereinafter called the "Lessee")

of the FIRST PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter called the "Town")

of the SECOND PART

WHEREAS the Lessee has applied for and has been granted the right to operate the Food Concession located at Fonthill Park.

NOW, THEREFORE THIS AGREEMENT WITNESSETH that in consideration of this premises, the Lessee covenants and agrees with the Town as follows:

1. The Lessee is hereby given the right during the term of this Agreement to operate the Food Concession at Harold Black Park and she is to procure all necessary licences to authorize the operation of such Concession.
2. The Lessee agrees:
 - (a) to supply all equipment necessary for the proper operation of the described Concession, and
 - (b) to deposit with the Town Clerk a certified copy of an insurance policy (\$1,000,000.00) where the Town is indemnified and saved harmless against all claims, actions, causes of action, demands, costs and expenses which arise either directly or indirectly by reason of the operation of the described Concession and the Lessee agrees to keep the said Policy in force during the term of this Agreement, and
 - (c) to submit to the Town five post dated cheques in the amount of \$150.00 each (May 1, 1994; June 1, 1994; July 1, 1994; August 1, 1994 and September 1, 1994) for the Concession Privilege.

- (d) to submit payment to the Town on the tenth (10th) day following the end of each calendar month 8% of the gross revenue received from the concession. The Lessee will also furnish the Town with a complete revenue statement showing a listing of gross revenues received for the previous calendar month.
 - (e) to grant to the Town to have the right, on reasonable notice, to audit the Lessee's books.
 - (f) to submit to the Town's Community Services Co-ordinator, a list of hours during which the Concession will be open. These hours will be agreeable to both parties and posted at the Concession.
 - (g) not to put up or exhibit or permit or allow to be put up or exhibited in or on the Concession any sign, notice, notice board, painting, design, or advertisement without the consent in writing of the Community Services Co-ordinator of the Town first having been obtained.
 - (h) at her own expense to keep and maintain the Concession in a clean, sanitary, attractive condition that is satisfactory to the Community Services Co-ordinator and the Niagara Regional Health Unit.
 - (i) to regularly dispose of all garbage, waste material and rubbish accumulating in connection with the exercise of the Concession. At all times ensure that such garbage, waste material and/or rubbish is not dropped or left in or upon any part of the public park property hereinbefore recited, and keep the land surrounding the concessions free from papers, empty boxes, containers and other rubbish and debris of all kinds.
3. In the event of the failure of the Lessee to comply with any of the terms of this Agreement, this Agreement may be terminated by the Town on the giving of ten (10) days written notice.

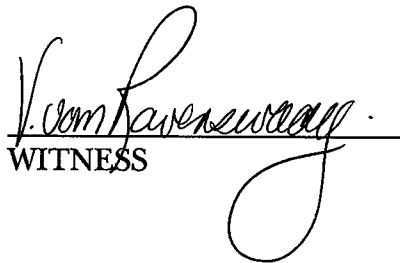
4. Subject to Section 3 hereof, this Agreement takes effect May 1st, 1994 and terminates Monday October 3rd, 1994. All equipment and supplies of the Lessee must be removed from the Concession building by Sunday October 9th, 1994.

IN WITNESS WHEREOF the Parties hereto have duly executed these presents.

SIGNED, SEALED AND DELIVERED

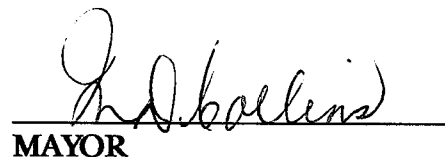
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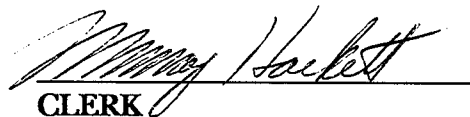
FRED HUTCHISON


WITNESS


FRED HUTCHISON

THE CORPORATION OF THE
TOWN OF PELHAM


MAYOR


CLERK