



Economical
Mutual Insurance Company

Head Office: Waterloo, Ontario
P.O. Box 2000, N2J 4S4 (519) 570-8200

This is to certify to: TOWN OF PELHAM

Name of Insured — CHRIS GILLESPIE

CERTIFICATE OF INSURANCE

Address of Insured — #1 CROSSHILL ROAD
FONTHILL, ONTARIO
L0S 1E2

that policies of insurance as herein described have been issued to the insured named below and are in force at this date.

Location and Operations to — OPERATIONS OF A CONCESSION STAND LOCATED IN
which this Certificate applies HAROLD BLACK PARK, PELHAM, ONTARIO

KIND OF POLICY	POLICY NUMBER	EXPIRY DATE			LIMITS OF LIABILITY				
		D	M	Y					
PUBLIC LIABILITY (except automobile)	4-690575	02	05	95	\$ 1,000,000 INCLUSIVE LIMIT \$ 1,000,000 AGGREGATE				
					BODILY INJURY AND PROPERTY DAMAGE COMBINED				
					OR				
					BODILY INJURY			PROPERTY DAMAGE	
Products INCLUDED <input checked="" type="checkbox"/>					Each Person	Each Occurrence	Aggregate	Each Accident	Aggregate
and/or Completed					\$	\$	\$	\$	\$
Operations EXCLUDED <input type="checkbox"/>									
EMPLOYER'S LIABILITY					BODILY INJURY				
					EACH PERSON \$		EACH ACCIDENT \$		
AUTOMOBILE LIABILITY					BODILY INJURY AND PROPERTY DAMAGE COMBINED				
All owned vehicles <input type="checkbox"/>					\$ INCLUSIVE LIMIT				
*Specific vehicles only <input type="checkbox"/>									
Standard Non-Owned <input type="checkbox"/>					*DESCRIBE SPECIFIC VEHICLES				
Hired vehicles <input type="checkbox"/>									
Leased vehicles <input type="checkbox"/>									
OTHER (DESCRIBE) <input type="checkbox"/>									
<input type="checkbox"/>									
<input type="checkbox"/>									
<input type="checkbox"/>									

NOTE:

This insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the insurer. The insurer will endeavour to mail to the holder of this Certificate Fifteen (15) days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

ECONOMICAL MUTUAL INSURANCE COMPANY

Date MAY 2, 1994

Agency MAIN MUDIE ACKLES INSURANCE BROKERS

Sheila Meador

Authorized Representative

1994.

THIS AGREEMENT made, in triplicate, the 11th day of May,

B E T W E E N:

CHRISTINE GILLESPIE

(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 Harold Black 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 \$75.00 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 .5% 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

in the presence of

CHRISTINE GILLESPIE

Karen Elliott
WITNESS

Christine Gillespie
CHRISTINE GILLESPIE

THE CORPORATION OF THE
TOWN OF PELHAM

John Collins
MAYOR

Mary Hackett
CLERK