

**THIS AGREEMENT dated this 15<sup>th</sup> day of September, 1997**

**between:**

**B & G CONCESSIONS (Beth & Glen Wurfel)**

Hereinafter called the "Lessee"

- 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 the Pelham Arena;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of these 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 and Beverage Concession at the Pelham Arena and is to procure all necessary licences to authorize the operation of such a Concession.
2. The Lessee agrees:
  - (a) to deposit with the Town Clerk a certified copy of an insurance policy (\$2,000,000.00) for bodily injury, and property damage including products liability and in addition, 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.
  - (b) to submit to the Town seven post-dated cheques in the amount of \$1,100.00 plus G.S.T., payable on the first day of each month for the period from September 1<sup>st</sup>, 1997 to March 31<sup>st</sup>, 1998, and one post-dated cheque in the amount of \$50.00 plus 25% of the gross revenue for the period April 1<sup>st</sup> to April 15<sup>th</sup> 1998.
  - (c) to submit payment to the Town on the tenth (10) day following the end of each calendar month 2% of the gross revenue received from the Food and Beverage Concession (including the vending machines). The Lessee will also furnish the Town with a complete revenue statement showing a listing of gross revenues received for the previous calendar month.
  - (d) to grant to the Town to have the right, on reasonable notice, to audit the Lessee's books.
  - (e) to submit to the Town's Facilities Manager, a list of hours during which the Concession will be open. These hours will be agreeable to both parties and posted at the Concession.
  - (f) not to put up or exhibit or permit or allow to be put up or exhibited in or on the Concession any sign, notice board, painting, design or advertisement without the consent, in writing, of the Facilities Manager of the Town first having been obtained.

- (g) at their own expense to keep and maintain the Concession in a clean, sanitary, attractive condition that is satisfactory to the Facilities Manager and the Niagara Regional Health Unit.
  - (h) to regularly dispose of all garbage, waste material and rubbish accumulating in connection with the exercise of the Concession.
  - (i) the Lessee is aware there is a Special Event during the year that the concession is not opened for, unless requested that being the Pelham Hospital Auxiliary Antique Show. The Town of Pelham will have the right to require that the concession not be opened when the Arena Floor is booked by a non-profit organization, if requested by the organization.
3. The Town agrees:
- (a) that the lessee may utilize the following Town owned equipment:
    - 7.5 cubic foot chest freezer
    - 16 cubic foot refrigerator
    - 2 basket deep fryer
    - 3 pot coffee maker
    - hot dog maker
    - microwave oven
  - (b) that the lessee may utilize the following equipment but must abide by the terms and conditions set out in the lease agreement signed by the Town:
    - Pepsi vending machine (Pepsi Canada)
    - Hot Chocolate machine (Kanes Vending)
  - (c) to be responsible for the maintenance and repair of the said equipment.
4. 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.
5. Subject to Section 4 hereof, this agreement takes effect September 1<sup>st</sup>, 1997 and terminated April 15<sup>th</sup>, 1998. All equipment and supplies of the Lessee must be removed from the Concession building by April 30<sup>th</sup>, 1998.

IN WITNESS WHEREOF the Parties hereto have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

) THE CORPORATION OF THE TOWN OF  
) PELHAM

) *19 Braun*  
) MAYOR

) *Mary Louitt*  
) CLERK

- In the Presence of -

) B & G CONCESSIONS

) *Beth Wurfel*  
) BETH WURFEL

) *Glen Wurfel*  
) GLEN WURFEL

)  
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\_\_\_\_\_  
Witness

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Witness