

THIS AGREEMENT made in triplicate, this 18th day of APRIL, 2016

Between

GELATO INNOVATIONS INC.
(Hereinafter referred to as “Gelato Village”)

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter referred to as the “Town”)

of the SECOND PART

WHEREAS the Town is the holder of the Special Occasion Permit for a Festival known as Pelham Summerfest, to be held on Friday, July 15 to Saturday, July 16, 2016;

AND WHEREAS Pelham Summerfest will include a Street Festival on Friday July 15, 2016 between the hours of 4:00pm to 12:00 am and Saturday, July 16, 2016 between the hours of 10:00 am and 12:00 midnight, being an outdoor public event, Pelham Street will be closed from Pelham Town Square from the rear entrance to Fonthill Plaza to 60 m west (entrance to the former LCBO building); Pelham Town Square entrance off Pelham Street; Pelham Street from Highway 20 to College Street; Pelham Town Square from 150 m west of Station Street to its termination at Fonthill Plaza Entrance;

AND WHEREAS according to the regulations of the Alcohol and Gaming Commission of Ontario, a Public Event Special Occasion Permit holder and a liquor sales licensee may jointly participate in an outdoor Public Event that allows patrons to carry two servings of liquor between the licensed area and the area covered by the Special Occasion Permit;

AND WHEREAS the Street Festival known as Pelham Summerfest is an outdoor event where the boundaries of the permitted area include one or more liquor sales licensed establishments, as depicted on Schedule A attached hereto;

AND WHEREAS Pelham Summerfest has been designated a “municipally significant” Festival by a resolution of municipal Council;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants herein contained, the parties hereto covenant, promise and agrees as follows:

1. The boundaries of the Licensed Festival Area will be confined by barricades and fencing.
2. There will be five monitored entrance/exit points to the designated Festival Area. These areas will be manned by Security Officers. Bag checks will be performed.
3. The Festival Committee will hire 2 Niagara Regional Police Officers, 2 Auxiliary Officers and 7 Security Guards (total of 11), on Friday July 15 from 4:00pm to midnight and Saturday July 16 from 10:00 am to 12:00 midnight, to monitor the five entrances/exits and for crowd monitoring.
4. Alcohol will not be allowed to enter into businesses not covered by this agreement, this will be posted and monitored accordingly.
5. All servers are Smart Serve Certified.

6. Outdoor patio capacity will be limited to available seating only and will be monitored accordingly by patio licensees.
7. The proposed beer pavilion will be operated in accordance with the Town of Pelham Municipal Alcohol Management Policy. (attached)
8. Gelato Village will ensure their Outdoor Patio will be consistent with the Summerfest goal to emphasize a “Family Atmosphere” Festival and ensure the Festival are is aesthetically pleasing as per the Summerfest Outdoor Patio Criteria.
9. The liquor sales License Holder, Gelato Village, and the Public Event Special Occasion Permit Holder, the Town, agree to ensure there are no unreasonable risk to public safety or the public interest and no unreasonable risk of non-compliance with the Liquor License Act (LLA) and its regulations.
10. Gelato Village will provide the Town of Pelham, at least two (2) weeks prior to the Festival, a copy of a minimum of \$2,000,000.00 (two million dollars) liability insurance coverage and that the Town of Pelham is named co-insured.
11. Gelato Village will ensure that no bottles will be served to patrons exiting to the Festival area and that all alcoholic beverages will be served in cans or plastic beverage containers.
12. Gelato Village will ensure that all entrances and exits to their facility, situated at 1419 Pelham Street, are monitored during all hours of the Festival.

The Town of Pelham, establishment owners, liquor servers, all staff, event Committee and event security will all monitor alcohol within the event and licensed establishments to ensure a safe and responsible liquor controlled event.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED AND DELIVERED

In the presence of)THE CORPORATIONOF
)THE TOWN OF PELHAM
)
) _____
) MAYOR DAVE AUGUSTYN
)
) _____
) CLERK NANCY J. BOZZATO
)
) GELATO VILLAGE
)
) _____
) ELVIRA SPANO
)