

THIS AGREEMENT made in duplicate this 24th. day of MARCH, 1980.

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, located in the portion of the Town known as the Village of Fenwick;

AND WHEREAS the Club is desirous of constructing and operating a Food Booth and Pavilion in the said park;

AND WHEREAS The Community Recreation Centres Act, R.S.O. 1970, Chapter 80, Section 2, Subsection (5) authorizes the Council of a municipality to let the right to sell refreshments within the 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. The Town hereby authorizes and grants its permission to the Club to construct a food booth and pavilion within the said Centennial Park. The said booth and pavilion shall be located as follows:

COMMENCING at a point 8 feet south of the All Purpose Court and 12 feet east from the parking lot;

THENCE Easterly 50 feet to a point;

THENCE Southerly 24 feet to a point;

THENCE Westerly 50 feet to a point;

THENCE Northerly 12 feet to the point of beginning.

Attached to this agreement and marked as Schedule "A" is the site plan for the said booth and pavilion.

2. The Club hereby agrees to be responsible for all of the construction costs of the building which costs shall include the connection of water and septic services.

3. Upon completion of the building, commencing the            day of            , 1980 and for a period of ten years, the Town hereby grants to the Club the right to sell refreshments within the community recreation centre known as Centennial Park. The said refreshments are to be sold only at the refreshment booth which is the subject of this agreement,

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4. For the right to sell refreshments as set out above, the Club hereby agrees to pay to the Town the sum of \$1.00 yearly.
5. The Club hereby agrees to bear all the operating costs of the said refreshment booth during the term of this lease including and not limited to all public utility costs and municipal taxes.
6. The Club hereby agrees to install in the said refreshment booth, at its own expense, all fixtures and appliances. Further the Club hereby agrees not to occupy the said booth until the booth has been approved by the Ontario Hydro, the Town's Building and Fire Departments, and the Regional Niagara Health Unit.
7. The Club hereby agrees to insure the booth and its contents for any fire and theft losses and any liability claim that may arise as a result of their operation of the booth.
8. The Club hereby agrees to be responsible for all the maintenance to the building.
9. The Town hereby agrees to be responsible for park maintenance including and not limited to the cutting of grass surrounding a food booth in the pavilion.
10. The Club hereby agrees that it shall be fully responsible for the proper supervision of any activities conducted within the food booth and hereby agrees to indemnify and save harmless the Town from any and all claims arising from the operation of the food booth and pavilion.

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 officers in that behalf.

SIGNED, SEALED AND DELIVERED

- In The Presence Of -

*Doug. C. Beamer*

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THE CORPORATION OF THE TOWN OF PELHAM

PER:

*ES Bergerstein*  
*Murray Dickett*

THE FENWICK LIONS CLUB

PER:

*George Knuth*  
*George Knuth*

