

**Corporation of the Town of Smooth Rock Falls
Concession Lease
Winter Operation**

The Corporation of the Town of Smooth Rock Falls lease agreement for rental of the Concession Area located in the Reg Lamy Cultural Center.

The '**Agreement**' is herewith entered into between:

Hereinafter referred to as the **OPERATOR** and the **Corporation of the Town of Smooth Rock Falls** hereinafter referred to as the **TOWN**.

TERMS: The AGREEMENT shall be for the following term:

_____ to _____
Start Date End Date

LOCALS: The rental fee includes the use of the following: Concession Area (canteen and adjacent lobby).

CONDITION:

1. The **OPERATOR** shall be required to enter into an agreement with the TOWN prior to taking occupancy of the Concession Area (canteen and adjacent lobby).
2. The **FEE** shall be \$ _____ per month plus HST and shall be negotiated.
3. The **TOWN** shall assume cost of heating and power.
4. The **TOWN** shall **NOT be liable** for any damages to, or loss of, goods and equipment.
5. The **TOWN** shall approve the Operating Hours prior to the start-up date.
6. The **OPERATOR** shall be responsible to offer the services of the canteen at the arena. These services will include:
 - Provide canteen services for major tournaments which occur at the Reg Lamy Centre during the 2018-2019 season. These services will include the provision of foods and related confectionary items and beverages. The operator will be responsible for the various foods and other inventory.
 - The town is not responsible for left over inventories of foods or other products.
7. The **TOWN** shall be responsible for the daily washing of floors in the adjacent lobby only.
8. The **OPERATOR** shall be responsible for the daily cleaning (which includes sweeping floors, cleaning tables, and picking up the garbage) of the Concession Area (canteen and adjacent lobby). In addition, the **OPERATOR** shall be responsible for the daily washing of floors in the canteen only.
9. The **OPERATOR** shall be responsible for all payments by-law with respect to Provincial, Federal and Municipal Taxes and Sale Permits.
10. The **OPERATOR** shall be financially responsible for any alterations to the facility and any alterations must receive prior authorization from the Town.
11. The **OPERATOR** shall provide for its own Insurance coverage for the contents of the Concession Area.
12. The **OPERATOR** shall be responsible for any damages to the Concession Area (canteen and adjacent lobby).
13. The **OPERATOR** shall comply with all directives of the Porcupine Health Unit and to all Provincial, Federal and Municipal Acts and Regulations.
14. The cooking of french-fries and other fried foods are **NOT PERMITTED**.
15. Either party may terminate **THE LEASE AGREEMENT** by giving thirty (30) days notice.
16. Assignment of operation to a third party will not be permitted.

Signed this _____ day of _____, 2018.

OPERATOR

MAYOR

CLERK