

SANDY WICKENS MEMORIAL ARENA CANTEEN AGREEMENT

THIS INDENTURE made this 21st day of September, A.D. 2020.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON,
2447 Highway 3, Barrington, NS, B0W 1E0
(hereinafter the "**Municipality**")

- and -

**DARLENE SMITH, operating under the name of TWISTED SISTERS
SOU'WEST GRUB 'N GRILL,** 6478 Highway 3, P.O. Box 223, Lower
Woods Harbour, NS, B0W 2E0
(hereinafter the "**Operator Tenant**")

WHEREAS:

- A. The Municipality is the registered owner of those lands and premises located at civic #12 Park Lane, known as the Sandy Wickens Memorial Arena, on Sherose Island, in the County of Shelburne and Province of Nova Scotia (the "Premises"), together with all the rights and ingress to and egress from the said Premises; and
- B. The Operating Tenant wishes to lease the Canteen on the Premises for the purpose of providing canteen services and the Municipality is agreeable to same subject to certain terms and conditions.

IN CONSIDERATION of the mutual covenants and agreement herein contained, the Parties agree as follows:

Lease and Rent

- 1. The Municipality hereby leases to the Operator Tenant the canteen located on the Premises (the "Canteen") for the purpose of providing canteen services at the Sandy Wickens Memorial Arena.
- 2. The term of this agreement will be for a two-year period from September 1, 2020 to August 31, 2022.
- 3. A 2% increase will be applied to each year of the agreement. The monthly rental fee schedule shall be:

| Date | Amount (Monthly) |
|-------------------------------------|-------------------------|
| September 1, 2020 – August 31, 2021 | \$ 100 + HST |
| September 1, 2021 – August 31, 2022 | \$ 102 + HST |

4. Payment of the rental fee is due on the first day of each month. Cheque or cash will be provided to the Municipality of the District of Barrington.
5. The Operator Tenant is not an employee of the Municipality.
6. The Municipality retains the right to prohibit the sale of ANY product at the Canteen and Premises.

Condition

7. The Canteen is leased on an “as is where is” condition basis.

Tenant’s Obligations

8. The Operator Tenant agrees to provide consistent food and non-alcoholic beverage services during all ice rentals, tournaments, events and private rentals as determined by the Municipality. During tournaments and special events, teams and organizers may host a hospitality room in the Sandy Wickens Memorial Arena. Should the Operator Tenant decline to provide these services, the Municipality reserves the right to allow someone else to use the Canteen.
9. The Operator Tenant will be required to have the Canteen open one-half hour before the first ice rental of the day and will remain open for all ice rentals, with the exception of adult leagues. For tournaments and private rentals, the Director of Recreation or the Arena Scheduler will encourage the user to purchase food and beverage at the canteen and will provide contact information for the canteen to the user. The Director of Recreation or the Arena Scheduler will ensure that Tournament Coordinators have discussed food options with the Operator Tenant prior to any tournament.
10. The Operator Tenant will be required to regularly check the online calendar to determine the ice rental schedule. the Director of Recreation or the Arena Scheduler will contact the Operator Tenant directly if changes are made to the schedule less than 24 hours in advance.
11. The Operator Tenant will be responsible for meeting all health and safety standards required by the Province of Nova Scotia including those related to COVID-19 and the safe handling, storage and cooking of food. All required insurance, licences, health inspections and meeting of current regulations for a food concession are the sole responsibility of the Operator Tenant and shall be provided to the Municipality upon request.

12. The Operator Tenant agrees to satisfy and follow Workers' Compensation Board requirements, however, is not required to provide this information to the Municipality.
13. The Operator Tenant will maintain the Canteen in a clean and safe manner and will report any maintenance issues with equipment belonging to the Municipality. The Operator Tenant is responsible for their own cleaning supplies.
14. The Operator Tenant will be responsible for purchasing, payment and inventory management of all products and supplies required for the preparation and delivery of food and non-alcoholic beverage service.
15. Loss or damage to any equipment belonging to the Operating Tenant will be replaced or repaired at the sole expense of the Operator Tenant. At the time of the lease expiration or termination, the Operator Tenant will ensure all equipment is removed and the Canteen is cleaned. Any personal property of Operating Tenant on the Premises during the lease is at the risk of the Operating Tenant who is responsible to maintain it and protect it against loss or damage.
16. The Operator Tenant will be responsible for waste removal from the Canteen to the appropriate outside bins. The Municipality will be responsible for the removal of waste from those bins. All municipal bylaws and policies must be followed, including the proper source separation.
17. The Tenant Operator will be responsible for maintaining a separate phone line for their business (if required).

Access

18. The Tenant Operator will have access to the Canteen 24 hours a day for the convenience of maintaining inventory.
19. The Municipality and/or its employees will be permitted to enter into the canteen at any time during/outside of the hours of operation of the canteen. This access will not permit the removal of any products or equipment owned by the Tenant Operator.

Termination

20. A 60 day 'Notice of Termination' of this agreement may be given by either party. The Municipality can also terminate for cause at any time if there is a breach of the terms of this agreement by the Operator Tenant. Upon notice of any grounds for termination with cause, Operator Tenant will be permitted 15 days to address/rectify any breach.
21. At the expiration or earlier termination of this agreement, the Operator Tenant shall surrender and give up to the Municipality vacant possession of the Canteen in the same condition and state of repair that it was in at the start of this agreement.

Insurance

22. The Operator Tenant will obtain proof of fire and commercial liability insurance that includes \$2,000,000.00 coverage for bodily injury/property damage with the Municipality named as “additional insured”.

Tenant Improvements

23. With the consent of the Municipality, which will not be unreasonably withheld, renovations will be permitted to the Canteen and shall meet all necessary building code, accessibility and barrier free standards. Any fixtures installed as part of such leasehold improvements will either be removed by the Operator Tenant at her cost at the end of the lease, with the Canteen restored to its original state, or at the Operator Tenant’s option, such improvements will become the property of the Municipality. The Municipality will maintain the current electrical and plumbing infrastructure currently in place. Renovations or upgrades to equipment which may require electrical and plumbing alterations will be at the expense of the Operator Tenant. Appropriate permits shall be acquired for plumbing and electrical services and will be required to meet code. All expenses related to renovations including permits will be at the expense of the Operator Tenant. A 30-day written notice of the renovations and timelines must be provided to the CAO or Director of Property Services to inform users of any service interruptions.

Waiver, Indemnity and Release

24. Operator Tenant waives all claims against, and agrees to hold harmless and indemnify (including reasonable solicitor-client costs) the Municipality, its employees, councillors, volunteers, servants, agents, successors and assigns (the “Releasees”) from all liability for personal injury, death or property loss or damage, arising out of or related to Operator Tenant’s use of the Canteen and Premises and releases them from all liability for any loss, damage, injury or expense arising out of or related to Operator Tenant’s use of the Canteen and Premises due to any cause whatsoever, including COVID-19 and the negligence, breach of contract, breach of statutory duty of care, or breach of the *Occupiers Liability Act*, SNS 1996, c 27, on the part of the Releasees, except where caused by the gross negligence or wilful misconduct on the part of the Releasees.

Renewal

25. The Operator Tenant shall have the option to renew this agreement upon the same terms as in this agreement save and except the length of the term and the rent which shall be negotiated. The tenant shall provide the Municipality with 6 months’ written notice of her desire to renew.

General

