

Hornepayne Community Arena Canteen Rental Agreement

Between

The Corporation of the Township of Hornepayne
(hereinafter referred to as “the Corporation”)

And

XXXXX
(hereinafter referred to as the “Lessee”)

In consideration of the rents, covenants and obligations stipulated herein, the Corporation and the Lessee have agreed to enter into a Lease of the Canteen Premises, located at 1 Tower Road, Hornepayne, Ontario.

ARTICLE 1 DEFINITIONS

- a) **“CANTEEN”** – means the permanent facilities provided in the Hornepayne Community Arena for the vending of food and beverages.
- b) **“FOYER”** – means the space occupied when first entering through the main doors to the Hornepayne Community Arena, but before entering either the curling club or the rink area of the arena.
- c) **“LESSEE”** – means the successful bidder on the Canteen being tendered under these terms and conditions.
- d) **“OFF SEASON”** – means the timeframe between May 1 and October 31 of each year, when regularly scheduled activities do not normally occur at the arena.
- e) **“ON SEASON”** – means the timeframe between November 1 and April 30 of each year, when regularly scheduled activities normally occur at the arena.
- f) **“PREMISES”** – means, where the context requires, the leased Premises.
- g) **“THE CORPORATION”** – means the Corporation of the Township of Hornepayne
- h) **“WINTER ICE SEASON”** – means the timeframe between November 1 and April 30 of each year, when regularly scheduled activities occur at the Arena.

ARTICLE 2 GRANT

2.1 GRANT

The Corporation hereby grants to the Lessee the right to use and occupy the Canteen Premises in the building known as the Hornepayne Community Arena (hereinafter called “the Premises” or “the Leased Premises”), located at 1 Tower Road, Hornepayne, Ontario, for the sole purpose of Canteen operation.

ARTICLE 3 TERM AND USE

3.1 LENGTH OF TERM

Subject to the provisions contained herein, the Lessee shall have and hold the said leased Premises for an uninterrupted term of six (6) months from MM/DD/YYYY up to and including MM/DD/YYYY and then to be fully complete and ended.

3.2. HOURS OF OPERATION

- a) The Lessee shall provide regular hours for the canteen for the duration of the winter ice season. (with the exception of special events where the Canteen hours can be extended).
- b) The Lessee shall adequately serve the patrons of the recreational facilities.
- c) Hours of operation shall be, at a minimum, based around the schedule of program events supplied by the Township and/or the C&D Paul Curling Club or any other recreational organization that may be established.

3.3 LABOUR

The Lessee shall provide all personnel necessary to operate the Canteen, which personnel shall be of sufficient age and maturity to be aware of, and meet, the Lessee's obligations under this agreement.

3.4 UTILITIES

The Corporation agrees to supply the Lessee with the following utilities and municipal services necessary to the operation of the Canteen, at the Corporation's expense, these utilities and services to be limited to: light, heat, electrical power and water & sewer services. Garbage collection is not included.

3.5 PROPANE SUPPLY

The Lessee shall be responsible for maintaining the propane supply and shall commence and end the contract term with a full tank of propane.

3.6 USE

- a) The Premises shall be used and occupied by the Lessee for the sole purpose of operating the Canteen, an avenue for providing food and beverage services.
- b) The Lessee shall have the exclusive right to sell snacks/meals and refreshments within the Arena facility subject to Article 3.6 c).

- c) In relation to Article 3.6 a) of these Terms and Conditions, it shall be at the sole discretion of the Lessee as to what quantities, kinds and qualities of foodstuffs or beverages are offered for sale at the Canteen, so long as there are no alcoholic beverages, cannabis products or tobacco products and that the Corporation is satisfied that reasonable efforts are being made to provide for the number of potential customers in attendance at the Hornepayne Community Arena from time to time.
- d) The Hornepayne Community Arena facility (with the exception of the Premises) can be rented at the regular rental fee, for private events such as birthday parties, without the obligation for the rental party to purchase food or drink from the Lessee.
- e) The proper licenses/permits shall be purchased/acquired from the appropriate authorities, as required, to cover this type of operation and shall always be displayed at the Premises for public viewing.
- f) The Lessee shall abide by all regulations of Provincial and/or any other regulatory protection agencies and agrees to provide access for inspections as required.

3.7 **RESERVATION**

The Corporation reserves the right to allow food booths to sell food and beverages during special Community events, i.e., trade shows, Holiday celebrations, and the like.

3.8 **CLEANLINESS**

- a) The Lessee shall secure any necessary permits from the Porcupine Health Unit and shall meet the requirements of Health Unit inspectors at all times.
- b) The Lessee shall maintain the Canteen and kitchen equipment to a degree of cleanliness and orderliness satisfactory to the Corporation.
- c) The Lessee shall be responsible for the disposal & removal of the waste and debris produced by the lessee and/or their patrons, and any and all cost associated with the disposal of waste.
- d) The Corporation has the authority to determine the appropriate level of maintenance and cleanliness.

3.9 **CANCELLATION OF PRIVILEGE**

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God or the Queen's enemies, the said leased Premises shall, at any time during the term hereby granted be destroyed or so damaged as to render the said leased Premises unfit for occupancy, the Corporation will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair or rebuild. If the Corporation decides not to rebuild or repair, it may terminate this agreement by notice, in writing, given to the Lessee within the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessee

pursuant to this clause, the rent reserved to the Corporation under this agreement shall be due and payable up to the date the leased Premises became unfit for occupancy.

3.10 CANCELLATION

- a) This agreement may be terminated by the Lessee upon sixty (60) days written notice by the Lessee to the CAO/Clerk of the Corporation, but the Lessee shall, at the option of the Corporation, continue to operate the Canteen during such sixty (60) day period in accordance with this agreement.
- b) This agreement may be terminated by the Corporation at any time if, in the opinion of the Corporation, the Lessee has failed to meet the terms and conditions set forth herein or otherwise agreed to in writing.
- c) After the expiration of such notification provided for in paragraph 3.10 a) or 3.10 b), this agreement shall be terminated, and the Lessee shall thereupon, and also in the event of the termination of this agreement in any other manner, except re-entry and except and subject as in this agreement is otherwise provided, if required by the Corporation, forthwith remove from the said leased Premises, all chattels, goods, supplies, articles, equipment, material, effects or things and shall also, to the satisfaction of the Corporation, repair all and every damage and injury occasioned to the leased Premises of the Corporation, by reason of such removal or in the performance thereof, and the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever. Unless required by the Corporation, no chattels, goods, supplies, articles, equipment, material, effects or things shall be removed from the said Premises until all rent due, or to become due, under this agreement is fully paid. The Corporation may, at its option, remove at the risk of, and at the cost and expense of, the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from said Premises and the Lessee shall reimburse the Corporation forthwith upon receipt of appropriate accounts therefor and for any storage charges which may have been, or will be, incurred by the Corporation as a result of such removal. Where not removed by the Lessee, the Corporation may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Corporation.

ARTICLE 4 RENT

4.1 RENT

The Lessee shall pay, during the currency of this agreement to the Corporation, in lawful money of Canada the following rent:

- a) \$XXXX, plus HST, per month for the leased Canteen Space, payable in advance on the first day of each and every month.
- b) \$XXXX, plus HST, per month for the leased designated storage space in the Arena, payable in advance on the first day of each and every month.
- c) \$XXXX, plus HST, per month for the leased designated seating space, payable in advance on the first day of each and every month.

4.2 **INTEREST ON RENT IN DEFAULT**

Without waiving any other rights of action of the Corporation in the event of default of payment of rent hereunder, in the event that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 2% per month retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Corporation may review and adjust the interest rate from time to time.

4.3 **ADDITIONAL RENT**

If the Lessee fails to make any of the payments required by this agreement, the Corporation may make such payments and charge to the Lessee as Additional Rent, the amounts paid by the Corporation, including any interest charges as outlined above.

4.4 **RESERVATION RE: INCREASED COSTS**

If there should be a substantial increase in hydro consumption or any other utility cost, the Corporation reserves the right to open the contract for renegotiation at any time, in order to mitigate undue subsidization by ratepayers.

4.5 **STORAGE**

- a) The rear electrical room located off the Canteen shall not, at any time, be used to store equipment or products brought into the building for sale, or for any other reason.
- b) The Lessee may store supplies, equipment, and apparatus in the designated space in the Arena facility during the Term of this agreement at the additional cost as indicated herein.

4.6 **SEATING**

- a) Designated seating space in the arena foyer can be made available at the additional cost as indicated herein. It is understood that seating may also be used by the general public in the course of using the recreation facilities.
- b) There must always be an accessible fire route in the foyer allowing emergency personnel quick and easy access to all facilities and to the outdoors.

ARTICLE 5
LEASED PREMISES, SERVICES, AND IMPROVEMENTS

5.1 "AS IS" CONDITION"

The Lessee accepts the leased Premises in an "as is" condition and any improvements made to the leased Premises by the Lessee at any time during the currency of this Lease to make the leased Premises suitable for the operations of the Lessee, shall be at the risk, cost and expense of the Lessee and shall not be made without the prior written consent of the Corporation, which consent may be unreasonably withheld. Any and all improvements or alterations shall be to the satisfaction of the Corporation.

5.2 EQUIPMENT

- a) The Corporation shall not supply any additional equipment than what is provided in the Canteen at the contract start date (fryers, grill, stove, refrigerators, freezer, cooling prep table, soup warmers, microwave, and cash register).
 - i) the Lessee shall be responsible for supplying ancillary equipment (such as a telephone, Point of Sales machine, condiments, pots, pans, utensils, kettle, etc.)
- b) The Lessee shall be responsible for operating all equipment in a safe and proper fashion and for maintaining the equipment in good working order.
- c) The Corporation assumes no responsibility for the equipment presently in place in the Canteen that is owned or leased by the present operator, nor will any payment be made by the Corporation to anyone in respect of the following:
 - i) the cost of equipment, supplies or services owned, used, or contracted for by the present operator of the Canteen, i.e., the operator prior to MM/DD/YYYY.
 - ii) the cost of any equipment, supplies or services owned, used, or contracted for by the Lessee as defined herein, regardless of whether this agreement is terminated prior to MM/DD/YYYY.

5.3 ACCESS

- a) The Lessee, their employees, agents, and suppliers shall have reasonable access to the Hornepayne Community Arena for the purposes of operating the Canteen only and carrying out the Lessee's obligations under this agreement.
- b) The Corporation shall provide the Lessee with a key to the Premises upon the commencement date of the contract and signing of the "Key Release Form" as provided by the Corporation.
- c) The Lessee shall use the key only for the intended purpose and shall not lend the key other than to authorized employees; nor shall the Lessee copy the key.
- d) The Lessee shall supply a list of employees/workers to the Corporation and shall update the list as required during the Term of the agreement.

- e) The Corporation, its officers, servants or agents shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased Premises, including any storage areas; it being expressly understood and agreed however, that in cases of emergency, the Corporation, its officers, servants or agents shall at all times and for all purposes, have full and free access to the said leased Premises.

5.4 **SECURITY**

The Premises shall always be kept locked when not in operation and all products secured from unauthorized persons.

5.5 **REASONABLE USE**

The Lessee shall not, during the currency of this agreement, do, suffer nor permit to be done, any act or thing which may impair, damage or injure the said leased Premises, the said building of the Corporation, or any part thereof, beyond the reasonable wear and tear occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in a good, sufficient and workmanlike manner all portions of the said leased Premises or the said building which may at any time by the Lessee be damaged (ordinary wear and tear only excepted). In the event of the failure on the part of the Lessee to so repair and renew, the Lessee shall indemnify and save harmless the Corporation from all damages, costs and expenses suffered or incurred by the Corporation by reason of such impairment, damage or injury to the extent the Lessee is liable for same in law, such payment to be made forthwith upon receipt of appropriate accounts thereof which shall be collectible as Additional Rent.

5.6 **FIRE PREVENTION**

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased Premises and the said building, and shall observe and comply with all laws and regulations in force respecting fires at the Hornepayne Community Arena, and with all instructions given, from time to time, by the Corporation with respect to fires and extinguishing of fires.

5.7 **DRAINAGE AND DISCHARGE OF MATERIAL**

The Lessee shall not discharge, cause or permit to be discharged or howsoever to pass into the sewer systems, storm drains or surface drainage facilities at the Hornepayne Community Arena, or elsewhere, any deleterious material, noxious, contaminated or poisonous substances, all as determined by the Corporation, whose decision shall be final; it being expressly understood and agreed, that in the event of a discharge or escape of such deleterious material, noxious, contaminated or poisonous substances in and under the control of the Lessee, the cost incurred in the clean-up to the satisfaction of the Corporation, shall be to the Lessee's account. It is expressly agreed that this covenant shall survive the termination of this agreement and shall be payable forthwith upon the demand therefor and such amount shall be

collectible as Additional Rent hereunder.

5.8 MAINTENANCE

Routine maintenance and repairs of Corporation-owned property are the responsibility of the Corporation, except where the repairs or maintenance are required as a result of misuse by the Lessee or their employees, in which case the cost shall be borne solely by the Lessee.

5.9 REPAIR OF DAMAGE

If, at any time or times hereinafter, any damage or injury (ordinary wear and tear excepted) should be occasioned to the leased Premises, the building, or any part hereof, or to any works of the Corporation by reason of, or on account of, the operations of the Lessee hereunder or any action taken or thing done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time, upon notice thereof from the Corporation given in writing, repair, rebuild and restore same in good, sufficient and workmanlike manner. In the event of failure on the part of the Lessee to so repair the Corporation may, at its option, repair such damage or injury in which case the Lessee shall repay and reimburse the Corporation for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus additional charge as may be applicable in accordance with the policies of the Corporation for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Corporation. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non-repair by the Corporation, the Lessee shall remain liable to the Corporation for the amount of such damage or injury to the extent the Lessee is liable therefor in law and payment of such amount shall be made by the Lessee to the Corporation forthwith, upon receipt by the Lessee of appropriate accounts therefor from the Corporation and such amount shall be collectable as additional rent hereunder.

5.10 APPROVAL OF ALTERATIONS AND UTILITY SERVICES

The Lessee shall not make any alterations to said leased Premises or facilities connected therewith or add any utility service until plans showing the design and nature of the proposed alterations to said leased Premises or facilities connected therewith and said utility services have been approved in writing by the Corporation and all such alterations to said leased Premises or facilities connected therewith shall be made and thereafter maintained by and at the cost of the Lessee to the satisfaction of the Corporation. The Corporation shall, notwithstanding the above, have the right to refuse to approve such alterations and such approval may be unreasonably withheld.

5.11 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to or in said leased Premises which by their nature are determined to be fixtures shall upon

termination of this agreement, except and subject as in this Lease is otherwise specifically provided, be vested in title in the Corporation without any payment of compensation to the Lessee in respect of the repairs, alterations, improvements or replacements; nevertheless, the Corporation shall have the option of requiring or compelling the Lessee upon written notice, to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased Premises to its original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.12 PAYMENT OF TAXES

The Lessee shall pay any business tax, value added tax, multi-stage sales tax, sales tax, goods and services tax or any other tax lawfully imposed on any rent receivable by the Corporation hereunder by any governmental or other taxing authority having jurisdiction, whether known as business transfer tax, value added tax, goods and services tax, or by any other name.

5.13 COMPLIANCE WITH REGULATIONS

The Lessee shall in all respects abide by, and comply with, all applicable lawful rules, regulations and By-Laws of the Federal Government, Provincial Government, Municipal Government, or any other governing body whatsoever and with all local police, health, or fire regulations or By-laws, in any manner affecting said leased Premises.

ARTICLE 6 ASSIGNMENT

6.1 ASSIGNMENT

- a) The Lessee shall not transfer, by lease, sale or otherwise, nor share, their right to operate the Canteen, without the written consent of the Corporation, and the Corporation shall not be bound to grant such consent.
- b) In lieu of approving the transfer of the Canteen, the Corporation may terminate this agreement and call new tenders for the operation of the Canteen or make such other arrangements as it sees fit.

ARTICLE 7 LIABILITY AND INDEMNITY

7.1 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Corporation or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the leased Premises, or to any person or

property, including any structures, erections, equipment, material, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the leased Premises or in the said building, unless such damage or injury is due to the negligence of any officer, servant or agent of the Corporation while acting within the scope of his duties or employment. Provided, however, that the Corporation shall not be liable for indirect or consequential damages of any kind arising from any default of the Corporation, its officers, servants, or agents.

7.2 INDEMNITY AND INSURANCE

- a) The Lessee shall at all times indemnify and save harmless the Corporation or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Corporation while acting within the scope of his duties or employment.
- b) Without limiting the generality of this Clause, the Lessee shall indemnify and hold harmless the Corporation from all liability from whatever source, for pollution from any cause whatsoever to or escaping from the Premises and this indemnity shall survive the termination of this Lease.
- c) The Lessee shall, upon the execution of this Agreement, procure and maintain for itself and for the Corporation the usual and customary insurance coverage including comprehensive general liability with an inclusive limit for bodily injury and property damage in an aggregate amount not less than \$5,000,000. It is understood and agreed that the Corporation shall be named as an "Additional Insured" on such policy of insurance. The Lessee shall deliver to the Corporation a valid Certificate of Insurance providing evidence of the insurance coverage procured and the Agreement of the Lessee's insurer not to cancel such policy without having first given the Corporation 30 day's prior written notice of such termination. The Lessee is responsible for ensuring the Corporation receives an updated Certificate of Insurance when required.
- d) The Lessee agrees to pay the Corporation's \$5,000.00 deductible should a claim arise for any damage to the building in which the Premises are situated, or its furnishings or fixtures, and any part thereof due to any act of the Lessee, its agents or employees, or any person attending the said building by reason of the use thereof by the Lessee.

ARTICLE 8 DEFAULT AND RE-ENTRY

8.1 ACT OF DEFAULT

An Act of Default has occurred when:

- a) the Lessee has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- b) the Lessee has breached their covenants or failed to perform any of their obligations under this agreement, and:
 - i) the Corporation has given notice specifying the nature of the default and the steps required to correct it; and,
 - ii) the Lessee has failed to correct the default as required by the notice;
- c) the Lessee has;
 - i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - ii) had its property seized or attached in satisfaction of a judgment;
 - iii) had a receiver appointed;
 - iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Corporation's property;
 - v) taken action if the Lessee is a corporation, with a view to winding up, dissolution or liquidation;
- d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- e) the Premises;
 - i) become vacant or remain unoccupied for a period of 30 consecutive days; or,
 - ii) are not opened for business in accordance with the provisions of this agreement; or,
 - iii) are used by any other person or persons, or for any other purpose than as provided for in this agreement without the written consent of the Corporation.

8.2 ACTION

When an Act of Default on the part of the Lessee has occurred:

- a) the current month's rent together with the next three months' rent shall become due and payable immediately; and,
- b) the Corporation shall have the right to terminate this agreement and to re-enter the Premises and deal with them as it may choose; or,
- c) should the Corporation choose not to terminate the agreement and re-enter the Premises, the Corporation shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Lessee and to charge the costs of such rectification to the Lessee.

8.3 **WAIVER**

No covenant, term, or condition of this agreement shall be deemed to have been waived by the Corporation unless the waiver is in writing and signed by the Corporation.

ARTICLE 9 GENERAL CONDITIONS

9.1 **CONDUCT**

The Lessee and their employees shall be required to follow the Corporation's Employee Code of Conduct as well as adhere to the Council/Staff Relations Policy as well as any current and relevant Workplace Safety Policies (i.e., Drug and Alcohol Policy, etc.) and shall always project a proper and professional image to the public and avoid negative public relations.

9.2 **CONDIMENTS**

Condiments may be placed in the arena foyer, provided they are placed on a permanent shelf unit affixed to the wall, so as to be out of the way of patrons.

9.3 **INSPECTION**

- a) The Corporation reserves the right to conduct monthly inspections of the facility and equipment.
- b) A comprehensive annual inspection will be performed by the Corporation.

9.4 **NOTICE**

- a) Any notice required or permitted to be given by one party to the other pursuant to the terms of this agreement may be given to:

The Corporation at:

Township of Hornepayne
68 Front Street, P.O. Box 370
Hornepayne, ON P0M 1Z0
Attn: CAO/Clerk
Phone: (807) 868-2020 ext. 205
Email: cao@hornepayne.ca

The Lessee at the Premises or at:

Name: _____
Address: _____

Phone: _____
Email: _____

- b) The above addresses may be changed at any time by giving ten (10) days written notice.
- c) Any notice given by one party to the other, in accordance with the provisions of this agreement, shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed or emailed.

9.5 INTERPRETATION

- a) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- b) Unless the context otherwise requires, the word "Corporation" and the word "Lessee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Corporation and Lessee, respectively.
- c) When there are two or more Lessees bound by the same covenants herein contained, their obligations shall be joint and several.

9.6 ENTIRE AGREEMENT

This agreement shall be deemed to constitute the entire agreement between the Corporation and the Lessee hereto with respect to the subject matter hereof and shall

supersede all previous negotiations, representations and documents in relation hereto made by any party to this Lease.

9.7 NO IMPLIED OBLIGATIONS

No implied obligations of any kind by or on behalf of the Corporation shall arise from anything in this lease and the express covenants and agreements herein contained and made by the Corporation are the only covenants and agreements upon which any rights against the Corporation may be founded.

9.8 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this lease shall be separately valid and enforceable to the fullest extent permitted by law.

9.9 WAIVER NEGATED

The failure by the Corporation or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

9.10 DIFFERENCES

All matters of difference arising between the Corporation and the Lessee in any matter connected with or arising out of this agreement whether as to interpretation or otherwise, shall be determined by the Corporation but without prejudice to any recourse available under law.

9.11 COMPLAINTS

Any complaints concerning the operation of the Canteen which come to the attention of the Corporation shall be in writing and shall forthwith be forwarded to the Public Works Manager and, in turn, to the Lessee.

9.12 RENEWAL

This agreement may be extended by the Corporation for a mutually agreeable timeframe provided written notice of intent has been received sixty (60) days prior to the expiration date. The extension shall be completed, by mutual written consent of both parties prior to the expiration date. At this time the base rental rate shall be renegotiated.

- SIGNATURE PAGE FOLLOWS -

DRAFT

The Parties have executed the Agreement on the dates set out below.

LESSEE

Date

Name:

Signed, sealed and delivered in the presence of

Witness

Name:
Title:

THE CORPORATION OF THE CORPORATION OF HORNEPAYNE

Date

Name: Aileen Singh
Title: CAO/Clerk
I have the authority to bind the Corporation

Signed, sealed and delivered in the presence of

Witness

Name:
Title: