



CHIPMAN ARENA CANTEEN

1. (a) The Lessee hereby agrees with the Lessor to pay to the Lessor a rental charge of _____ (_____ dollars) per month, payable on the 1st day of operation and each month following on the same day, payable in advance each season, by a series of post-dated cheques to be given to the Clerk upon the signing of this Agreement or alternate payment method to be decided upon. (This amount to be pro-rated at the end of the season if required)

(b) A damage/clean up deposit of \$150.00 is required before opening the canteen which may be refunded at the close of the season if the Premises are found to be in clean and satisfactory condition. An inspection of the premises is to be made before and after the season, with the Applicant or the Applicant's representative and a representative of the Municipality, both being present.
2. The Lessor reserves the right of a "cancellation option" should any person, group or organization not want the canteen operated while the arena is rented to them.
3. The Lessor reserves the right to order the canteen concession to be closed or to operate the canteen itself during the off season.
4. The Lessor reserves the right during special events, such as a Festival, to allow other concessions ie. Lions' Dippy Dog. The Lessee will provide the Village Office with a letter advising if they will / will not operate the canteen at any off-season events. **(template attached)**
5. The Lessee has no authority to sub-lease or grant concession rights to any other group or individual without written permission from the Lessor.
6. The Lessee hereby agrees with the Lessor to maintain a suitable stock of supplies on hand while the arena is in operation to the mutual benefit of the Lessee and the patrons of the Chipman Arena and agrees to be responsible for the payment of such supplies and the delivery of same to the canteen.
7. The Lessee shall be obligated to abide by the Municipality of Grand Lake's exclusive beverage and marketing agreements.

8. The Lessor will be responsible for repairs and maintenance to equipment provided in the canteen as required as a result of routine usage.
9. The Lessee will be responsible for repairs and or replacement of any equipment required as a result of negligence, misuse or damages which may result from the improper acts of patrons or staff.
10. The Lessor reserves the right to inspect the canteen and the Lessor's equipment at any time during regular working hours.
11. The Lessee will be responsible for obtaining Food Establishment license required for the operation of a canteen facility. All other operating licenses and permits will be the responsibility of the lessee.
12. The Lessee shall be responsible for fire, theft and any other necessary insurance required for his/her protection.
13. The Lessee shall file with the Clerk's office a certified copy of Commercial General Liability in the minimum amount of \$1,000,000.00 for each claim, which shall save harmless the Village from all suits and actions for damage and costs to which the village may be put due to injury to or the death of persons and damage to property resulting from negligence, carelessness or any other cause in the performance of this work. Commercial General Liability Insurance must include Products Liability. The Lessee shall also carry Tenants Legal Liability coverage in the minimum amount of \$25,000.00.

The Lessee shall ensure that the appropriate insurances are maintained during the period of the contract. Notifications of any changes to or cancellation of the Insurance Policy shall be supplied to the Village when they occur.

Such policy of Insurance shall contain a provision or a rider requiring that the Insurer shall provide the Municipality of Grand Lake prior written notice of any cancellation of the policy or of any reduction or change in the nature or extent of the insurance coverage.

14. The Lessee shall ensure that there is always a manager and at least one-person present in the area where food is being prepared who holds a certificate confirming his or her successful completion of a food handling program. The certificate must be obtained by a community college, food processing industry association or training that has been determined by the Minister to be equivalent, as stipulated in **section 39(1) (*attached at the end of the document)* of the New Brunswick *Regulation 2009-138* under the *Public Health Act (D.C. 2009-457)*.

15. OCCUPATIONAL HEALTH AND SAFETY ACT AND W.H.M.I.S. the Municipality of Grand Lake requires the Lessee to comply with all Regulations under the *Occupational Health and Safety Act* - Province of N. B. and W.H.M.I.S. - Workplace Hazardous Materials Information System & Hazardous Products Act - Government of Canada.
16. This agreement and everything herein shall respectively ensure to the benefit and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.
18. The stipulations as contained in "Schedule A" attached hereto form part of this Agreement.
19. The Lessor maintains the right to terminate this contract upon thirty days' notice in writing to the Lessee if the Lessee fails to meet the expected levels of service, if complaints or problems are unresolved within an acceptable period or fails to comply with any of the Terms and conditions stated in the contract.
20. The Lessee may terminate this contract by giving thirty days written notice to the Lessor.

Schedule "A" Stipulations

1. The Canteen is to be put in A-1 shape before opening to the public and is to be kept in a clean and safe condition including the cleaning of all equipment, hoods, fryers, freezers, fridges, floors, eating area etc., on a regular basis.
2. The Canteen is to be put in A-1 shape within 1 week of the closing of the regular ice time season and immediately following any off-season event as in stipulation no. 1 above.
3. Adequate supplies are to be carried always.
4. The Canteen area is to be kept clean and neat.
5. All food is to be kept covered and put away at the end of each night.
6. The service area, is to be kept free of all obstacles.
7. The Municipality will provide waste and garbage removal when such refuse is placed in dumpsters provided by the Municipality. The Village will also provide electric power at its own expense. All installation of power, water, gas, heat, telephone, internet which may not currently exist, shall be made and maintained at the expense of the Operator.
8. The Lessee is responsible for the safe and appropriate disposal of fryer grease waste products.
9. Canteen hours of operation are to be posted in a prominent place.
10. The Lessee shall remove all goods, equipment, personal or other items belonging to the them, not later than 1 week following the closure of the arena ice time season and/or at the closure of any off-season event for which the canteen is open.
11. Prior to regular arena season-end and return of keys to the Village Office, an inspection of the canteen area is to be conducted jointly by the Arena Manager and the Lessee to ensure the premises are left in a condition satisfactory to the Lessor.
12. Should the Lessee place his/her own padlock on the canteen facility, a copy of the padlock key is to be given to the arena manager.

If these stipulations are not met to Council's satisfaction, then the arena canteen concession contract agreement shall be terminated with one week's notice in writing by Registered Mail to the Lessee.

**NEW BRUNSWICK
REGULATION 2009-138
under the
Public Health Act
(O.C. 2009-457)**

Filed November 20, 2009

TRAINING

Training

39(1) On and after July 1, 2012, a licensee who operates a Class 4 food premises shall ensure that there is at least one person present at all times in the area of a food premises where food is being prepared who holds a certificate confirming his or her successful completion of a food handling program offered by a community college or industry association or that has been determined by the Minister to be equivalent in content to that set out in the *National Guidelines for Food Safety Programs in the Food Retail and Food Service Sectors* as endorsed by the Federal/Provincial/Territorial Committee on Food Safety Policy, and dated May 9, 2006.



Letter of Acknowledgement

I, _____, operator of the Chipman Arena canteen
(Lessee), acknowledge that I have been advised of an event, _____,
(name of event)
taking place on _____.
(date of event) I will / will not (circle one) be operating the can-
teen at the above-noted event.

Signature Canteen Operator

Date