

Refreshment Vehicle Lease Agreement

This agreement, made this _____ day of _____, 20____, between

The Corporation of the Township of Georgian Bluffs
(herein as “the Township”)

And

(herein as “the Vendor”)

Whereas the Township has implemented policy ADMIN-02-2021, regarding third party use of Township property, specifically uses of refreshment vehicles (“Vehicle”) on said property; and

Whereas the Township licences refreshment vehicles throughout the Township; and

Whereas the Vendor operates a refreshment vehicle and possesses a current licence to operate said vehicles within the Township, and wished to operate said vehicle on Township property;

The Township and Vendor agree as follows:

1. Premise

1.1 The Township hereby grants to the Vendor a licence for use of the following described premises, owned by the Township, for the following period:

a) Premise’s name and area within premise included as a licenced use:

b) Season of Operation: May 1st to October 31st, 20__.

2. Term and Termination

2.1 The Vendor may be scheduled to operate on the Licenced Premises up to October 31 of the year of the execution of this Agreement.

Notwithstanding the preceding sentence, should the Township's winter maintenance operations begin prior to October 31, the Township may exercise its sole discretion in whether or not to permit the Vendor to operate the Vehicle as described under section 1.0 on the Licenced Premises.

2.2 Agreement to be subject to cancellation at the sole discretion of the Township upon provision of written notice to the Vendor.

2.3 Any violation of the terms and conditions of this Agreement by the Vendor, its employees, representatives, agents, servants, contractors, guests, invitees, licensees shall be considered to be a breach of the Agreement and shall cause the Agreement to be subject to cancellation at the sole discretion of the Township upon provision of written notice to the Vendor.

3. Responsibilities of the Vendor

3.1 The Licenced Premises will be used by the Vendor specifically for the activities described as follows:

- a) The Vendor will park a Vehicle, owned by the Vendor, at the Licenced Premises, and will operate the Vehicle, preparing and selling food to the public
- b) Any other type of usage by the Vendor must receive prior written consent of the Township.
- c) The Vendor shall keep and/or restore the Licenced Premises to a neat and orderly condition throughout the Term of the Agreement.
- d) No permanent structures may be used/built on the Licenced Premises by the Vendor.
- e) The Vendor shall prohibit the use and/or dispensation of alcoholic beverages on the Licenced Premises.

3.2 The Vendor shall remit the prescribed fee to the Township for use of the premise.

3.3 Use of the Licenced Premises under this Agreement may begin only after execution of this Agreement, and after all documentation required under this Agreement and licensing program has been provided to the Township by the Vendor. Unless terminated by either Party, this license Agreement shall remain in effect up to and including October 31st of the year in which it has been executed.

- 3.4 Prior to the execution of this Agreement, the Vendor must apply for and retain a “Refreshment Vehicle Licence” from the Township of Georgian Bluffs.
- 3.5 The Vendor shall abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of the Licenced Premises. All vehicles operated by the Vendor on the Licenced Premises shall be operated in a safe, prudent and reasonable manner, and as per any conditions required by the Township, acting reasonably, whether oral or written.
- 3.6 The Vendor shall, at all times throughout the Term of this Agreement, maintain a valid driver’s licence within the Province of Ontario.
- 3.7 The Vendor agrees to abide by all applicable federal and provincial laws and Township by-laws in carrying out the terms of this Agreement.

4. Assignments

- 4.1 The Vendor shall not assign, or transfer this Agreement, or sublet or sublicense the Licenced Premises, or any part thereof.

5. Indemnification

- 5.1 The Vendor shall defend, indemnify and hold harmless the Township, its officers, elected officials, servants, representatives, volunteers, and employees from and against any and all liabilities, claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Vendor’s use of the Licenced Premises, attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the Licenced Premises or any part thereof and/or as a result of activities under this Agreement. This clause shall survive the termination of this Agreement.

6. Insurance

- 6.1 Prior to the execution of this Agreement, the Vendor shall, at its expense, obtain and keep in force during the Term of this Agreement:
 - a) Commercial General Liability Insurance satisfactory to the Township, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a. A limit of liability of not less than Two Million dollars (\$2,000,000) per occurrence;
- b. The Township shall be named as an additional insured;
- c. The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;
- d. Non-owned automobile coverage with a limit of at least Two Million dollars (\$2,000,000) including SEF 96 (contractual liability);
- e. Products and completed operations coverage with an aggregate limit not less than Two Million dollars (\$2,000,000);
- f. That 30 days prior notice of cancellation which reduces coverage shall be given in writing to the Township.

- b) Standard Automobile policy with liability limits of no less than Two Million dollars (\$2,000,000) in respect of each owned or leased vehicle.
- c) The Vendor shall provide current certificates of insurance as proof of the required coverage to the Township prior to the execution and throughout the Term of this Agreement.

6.2 The Vendor agrees to immediately notify the Township of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Licenced Premises.

6.3 The Vendor, when in use of the Licenced Premises, should be prepared to present the following at all times:

- Business License
- Vendor Permit
- Health Permit
- Field Approval issued by Technical Standards and Safety Authority (TSSA)

7. Health and Safety

7.1 The Vendor is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, the Vendor shall, throughout the Term of the Agreement, provide the Township with evidence of coverage for

itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

- 7.2 The Vendor shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.
- 7.3 The Vendor hereby agrees to indemnify and hold the Township, its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Vendor's failure to comply with such laws, regulations, policies and obligations.

8. Term / Termination

- 8.1 The term of this agreement shall not extend beyond October 31st of the year it was authorized.
- 8.2 Should the Vendor violate any of the terms defined in this agreement, the Township retains sole authority to terminate the lease at any point during the leased term.
- 8.3 Should the agreement be terminated, the Vendor shall not be entitled to return of the prescribed fee, neither the total nor a pro-rated amount.

9. Notice

- 9.1 Any notice to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail, fax or email, and addressed to the recipient as follows:

For the Township:

Township Clerk
Township of Georgian Bluffs
177964 Grey Road 18
Owen Sound ON N4K 5N5
bdrury@georgianbluffs.ca

For the Vendor:

Name:
Address:
Email:

The Township and the Vendor, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the Township of Georgian Bluffs

Dwight Burley, Mayor

Brittany Drury, Clerk

The Vendor:

Name

I/We have the authority to bind the vendor.