

The Corporation of the Township of McGarry  
By-Law no. 98-21

Being a by-law to authorize the execution of a agreement between Derek Callahan and the Corporation of the Township of McGarry.

Whereas the Council of the Corporation of the Township of McGarry deems it expedient to enter into an agreement with Derek Callahan

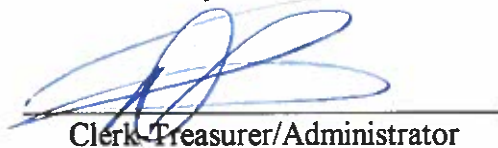
And Whereas it is deemed to pass this by-law;

Now Therefore the Corporation of the Township of McGarry enacts as follows:

1. That the attached agreement between the Corporation of the Township of McGarry and Derek Callahan, renter of the arena Concession.
2. That the Reeve and Clerk-Treasurer are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement.
3. That schedule "A" form part of this by-law.

READ a first and second time in Open council this 20th day of October, 1998.

  
Reeve

  
Clerk-Treasurer/Administrator

READ a third and final time in Open Council this 20th day of October, 1998.

  
Reeve

  
Clerk-Treasurer/Administrator

## SCHEDULE "A"

### (management of facilities and co-ordination of programming)

Derek Callahan is expected to carry out the following list of duties:

1. The renter will be responsible for the administration of the snack bar concession for a one year period.
2. The renter will pay \$1,350.00 for the duration of the one year contract.
3. 50% of the annual rent will be due on November 15, 1998, with the balance to be paid on December 31, 1998.
4. The renter will be responsible for minor maintenance (described as normal wear and tear) on the running of the concession snack bar to a maximum of \$50.00. Items that fall under the scope of minor maintenance are as follows:

Grill	Fire suppression system
2 basket deep fryer	Bar fridge
Chest freezer	Pop dispenser
Exhaust fan	Plumbing drain system

NOTE: Blocked drain lines will be at the cost of the renter if it is shown that the concession caused the blockage.

5. All costs incurred by the activation of the fire suppression system will be charged to the concession operator.
6. The renter will be responsible for paying the hydro and propane bills on electrical and gas consumption consumed during the operation of the concession/snack bar.
7. The renter will maintain the premises and equipment including gas lines in a clean state throughout the operation of the rental period. Standards set will be acceptable to the Timiskaming Board of Health. Costs to bring the concession up to this standard will be totally borne by the concession operator.
8. The renter will be responsible for the daily cleaning of debris in the lobby area.
9. Council reserves the right to call for tenders for the concession operations at any time after the completion of the one year term. Council agree to grant the current renter right of first refusal on extending the contract for another one year period.
10. Equipment brought onto premises by the renter is to remain the property of the renter. Leasehold improvements remain the property of the renter until the close of the contract.

11. 30 days will be granted to the renter to remove equipment owned by the renter upon completion of the contract.
12. The renter reserves the right to sub-let the premises at current terms for the balance of the contract, conditional of council's approval.
13. The renter grants right of first refusal to council for the purchase or lease of the equipment owned by the renter.
14. In all cases, any damage to the arena equipment by the renter or one of its employees through neglect, deliberate misuse or vandalism will be repaired at the cost of the renter.
15. Food production exclusivity is to be granted to the renter for rental of the kitchen during sporting events such as tournaments. Right of first refusal will be granted to the renter on any competitive products to be sold within the premises.
16. All cost for leasehold improvements are to be the responsibility of the renter.
17. This agreement shall remain in effect beyond the one year term on a pro-rated monthly basis until renegotiated or terminated.
18. If paragraph or part of paragraph in this Agreement be illegal or unenforceable, it or they shall be considered separate from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs had never been included.

THIS CONTRACT IS SIGNED IN GOOD FAITH BY DEREK CALLAHAN, THE RENTER AND THE TOWNSHIP OF MCGARRY.

  
Reeve

  
Clerk/Treasurer/Administrator

  
Renter

\_\_\_\_\_  
Witness

Dated \_\_\_\_\_