

Canteen Concession Agreement

THIS AGREEMENT made this _____ day of _____ 2023

BETWEEN:

THE TOWN OF AMHERST (the Town)

and

DWAYNE RIPLEY (the Operator)

WHEREAS; the Town and its assigns grant to the Operator the right to operate the food and drink concession at the Amherst Stadium for a term commencing May 2st 2023 to May 1st 2024; and

WHEREAS the Operator agrees to pay a rental rate of:

\$750.00 per month plus HST for the months of September – March inclusive; and,
\$350.00 per month plus HST for the months of April – August inclusive.

THEREFORE, it is agreed that the Operator shall agree to the terms and conditions of operation as set out in APPENDIX A.

EXECUTED at Amherst this _____ day of _____ 2023

TOWN OF AMHERST

Witness

Per: _____
Jason MacDonald, CAO

Per: _____
David Kogon, Mayor

Witness

DWAYNE RIPLEY

Appendix A

1. The Operator will operate the primary canteen on the first level of the Amherst Stadium as well as the corner canteen area on the second level of the Amherst Stadium.
2. Both canteen locations will be open for all Amherst Jr. A Rambler games.
3. The Primary canteen will also be open for all major tournaments and events hosted at the Amherst Stadium. This would include but is not limited to events hosted by Cumberland County Minor Hockey and the Amherst Skating Club.
4. Rent is due and payable on the first day of the month.
5. The Operator agrees to open the main canteen on Saturday and Sunday to accommodate scheduled stadium user groups and stadium events, and generally during weekday nights during peak hours. The Operator and Facility Manager will work together to develop a mutually agreeable schedule.
6. The Operator may have the canteen open during any times that the Stadium is open to the public.
7. The Operator agrees that the Town may permit user groups to operate 'hospitality rooms' in which free food is provided to families of stadium users, generally during tournaments etc.
8. The Operator agrees that the Town may provide 'free snacks' to user groups of the stadium in conjunction with events or activities hosted by the Town.
9. The Operator agrees to obtain and hold any food sales permits and/or food handler's certifications maybe required.
10. The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
11. The Operator may not assign (sub-contract) any of its rights or obligations without the prior written approval of the Town of Amherst.
12. The Operator shall not use the area of operation, nor shall permit others to use the area of operation, for any other purpose than the purposes of operating the concession to provide food and beverage service to facility users, **without prior written approval of the CAO.**
13. The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials, and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.
14. The Operator may install signage within the Stadium, the location and design of such to be mutually agreed to by both parties.
15. The Operator shall sort solid waste in accordance with the Town's Solid Waste Bylaw.
16. The Operator agrees to obtain and hold an insurance policy of a minimum of \$2,000,000 for the operation.
17. If the Operator refuses or fails to comply with any of the terms and conditions of this agreement, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator.
18. The Operator may terminate this agreement at any time by providing to the Town, in writing, 30 days' notice of the Operator's intention to terminate the agreement.