

## **CONCESSION OPERATING AGREEMENT**

**THIS AGREEMENT** made this 23rd day of March, 2026. (the “Effective Date”)

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF GODERICH**

(the “Town”)

**AND**

**LOCAL ROLLA**

(the “Concession Operator”)

**WHEREAS** the Municipality is the owner of the Maitland Recreation Centre (MRC) (the “Building”), which is municipally known as 190 Suncoast Drive, Town of Goderich, Ontario (the “Property”);

**AND WHEREAS** the parties wish to enter into an Operating Agreement for the use of concession area within the MRC;

**NOW THEREFORE** the parties hereby agree to the following terms and conditions:

### **1. Services to be Provided by the Concession Operator:**

The Concession Operator shall provide prepared and pre-packaged foods, snacks, beverages, and other items appropriate in the operation of the snack bar food concession at the Maitland Recreation Centre. The following items are required to be offered by the Concession Operator, but are not limited to, as follows:

- French fries
- Hamburgers
- Hot dogs
- Coffee
- Hot chocolate
- Tea
- Nachos
- Chips
- Juice
- Pop

### **2. Terms of Operating Agreement**

- a) The Concession Operator must hold a current business license, have a registered HST number, and adhere to Huron Perth Public Health regulations and inspections. The Operator agrees to obtain all required permits, licenses and certificates to provide a food

service canteen on the Premises. Proof of permits, licenses and certificates must be provided to the Town on or about the first day of operating at the leased Premises. The Operator will supply copies of all Food Establishment Inspection Reports, Food Handler Certificates and Compliance Inspection Certificate to the Town.

- b) The Town of Goderich reserves the right to accept or reject any item offered for sale by the concession if it is deemed harmful or questionable, contrary to a Town-held contract, or conflicts with another facility service or retailer.
- c) The Agreement will commence October 7, 2024. The initial term of the agreement will be for one (1) year, with the option to renew for an additional year, and year to year if mutually agreeable to both parties. Either party may terminate this agreement, without cause, upon receipt of 90 days' written notice.
- d) The Concession Operator will be responsible for providing and securing all supplies, merchandise, services, employees, and other resources needed to operate the concession successfully. Town-owned equipment, as listed in Schedule A, will be supplied in good working order, and maintained by the vendor throughout the term of the agreement.
- e) The Town's equipment will be used and maintained by the Operator. The Operator will be responsible for any ancillary equipment at their discretion (i.e., popcorn maker, pots and pans, etc.). All additional equipment provided must be preapproved by the Town and complementary to the existing operation and the design/aesthetics of the building. Design and modifications to the layout of the concession area and equipment must be approved by the Town.
- f) The Operator should undertake a survey of existing equipment and service facilities to determine the condition of the equipment and facilities, and if required make a recommendation for equipment related issues.
- g) The Operator will obtain permission from the Town prior to the installation of any equipment requiring "high voltage consumption" or an alteration to the existing electrical system or, that may require the use of the ventilation system. Storage space outside of the concession area, for product, is not available and is not the responsibility of the Town. The Town will require access to the concession area to service fire extinguishing safety equipment, ductwork cleaning, if necessary, pest control and maintenance areas required.
- h) The Town of Goderich will maintain the surrounding structure and systems of the canteen space, including the maintenance and replacement of lights, roof, walls, windows, and heating and cooling systems.
- i) The operator is responsible for hiring its own employees however, the Town is to be aware of anyone who has access to the facility. The Operator agrees to obtain a Vulnerable Sector Check for employees, as required. The Operator agrees to provide all employees with the appropriate Health and Safety training. Documentation is available upon request to the Town. The Operator's staff will be attired in appropriate clothing. The

Operator's staff shall conduct themselves in a manner that is respectful and appropriate in a public setting. The Operator's staff shall not be considered Town staff and do not qualify for Town benefits or coverage in case of an accident during the performance of the contract.

- j) The facility may, in the future, be under a contract for a particular supplier and the Canteen Operator will abide to the purchasing requirements accordingly (i.e., Coke, Pepsi or other similar).
- k) The concession space must be open for all specified activities below, with a priority given to all minor sports including but not limited to:
  - Tournaments
  - Special events
  - Weekends

NOTE: Any changes to operating hours during required times must be approved by the Recreation Facilities Supervisor or designate. If the Concession Operator is located in the concession area and occupying the space, the concession area must be open for patrons.

- l) The Canteen operator shall carry a minimum of \$5 million in Commercial General Liability Insurance with the Town of Goderich named as additional insured under the registered business.
- m) Workers Compensation (WSIB) coverage shall be provided as required. A WSIB Clearance Certificate will be required, prior to the opening of the canteen, from any operator who employs workers to staff the canteen. If the operator will only be staffing volunteers, a Clearance Certificate will not be required.
- n) The Operator will comply with all health and safety and environmental legislation, and any Town of Goderich policy, strategy or procedure applied to or applicable to this contract is a condition of this contract. A safe and healthy work environment must be maintained during the performance of the contact.
- o) Subletting of the space will be prohibited.
- p) Any renovation to the canteen space will not be permitted without prior written approval from the Town of Goderich.
- q) This Operating Agreement is subject the Canteen Operator maintaining and posting the required licences and fulfilling applicable statutory, legal, and regulatory requirements. Failure to meet these requirements will result in immediate termination of this agreement.

- r) The Town of Goderich reserves the right to access this space at any time for health and safety reasons and/or to address maintenance issues.
- s) In the event it becomes necessary to close the MRC premises for any reason, the Town of Goderich assumes no responsibility or liability for any loss of income due to business interruption.
- t) The Operator must ensure that the inside and customer service areas of the concession service area are kept to a level of sanitation exceeding those standard legislated and inspected by Huron Perth Public Health (HPPH). The Operator will be responsible for the cleanliness of the food concession area including counters, floors and related areas. The Operator agrees to keep the premises free from garbage and will dispose of said garbage in the designated area on a daily basis. The premises must always be neat and tidy. The Operator will be responsible for the cleaning of the leased premises prior to vacating at the end of season. Cleanliness and janitorial aspects of the leased area does not include maintenance or upkeep of fixtures, interior walls or equipment (listed in Schedule A) which is the property of the Town.
- u) The Concession space is provided with a telephone line and internet connection and is responsible for all usage-based charges and costs associated with its use. The Town of Goderich will maintain the base communications systems for the building. The Concession Operator will acquire, purchase, install and maintain all required Point of Sale or other equipment required for processing sales transactions and required connections.
- v) Signage and marketing and promotional materials may be placed on the property by the Concession Operator after approval is received from the Recreation Facilities Supervisor or designate. All permanent signage and marketing and promotional materials must meet with the Town of Goderich graphic standards and be professionally designed and produced.
- w) Vendors will be advised of complaints and issues with performance, in writing. A response is required from the Operator, for all communications, within 24 hours. The Operator will be required to correct any issues or deficiencies within 48 hours unless discussions between the Town and the Operator result in a different timeframe. Consistent Patron and staff complaints, regarding performance, may result in the termination of the contract and may prevent the vendor from bidding on future procurement opportunities, at the discretion of the Town.
- x) The Town is committed to promoting a healthy, supportive environment through the reduction of single use plastics (SUP). SUPs are plastic items that are typically used only once before being discarded. SUP products include such items as straws, cutlery, cups, bags, product packaging and containers that are often used by grocery and food and beverage retailers. Suitable substitutes for SUPs are items made from materials that are

either durable or intended for re-use, highly recyclable (i.e. aluminum, steel, glass), or easily compostable.

- y) The *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Town of Goderich receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. The Operator must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. The Operator is required to make this information available to the Town and/or the Province upon request.
- z) Changes may be made to this agreement with mutual written consent by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this indenture by their personal hands or by the hands of their proper signing officers duly authorized in that regard as at the date first set above.

**THE CORPORATION OF THE TOWN OF GODERICH**

\_\_\_\_\_  
MAYOR, Trevor Bazinet

\_\_\_\_\_  
CLERK, Andrea Fisher

We have the authority to bind the Corporation.

  
\_\_\_\_\_  
LOCAL ROLLA

\_\_\_\_\_  
We have the authority to bind the Concession Operation

## **SCHEDULE A**

### **CANTEEN OPERATION TOWN OF GODERICH OWNED EQUIPMENT LIST**

- 1) Popcorn Maker
- 2) Fridge x 2
- 3) Freezer
- 4) Dishwasher
- 5) Exhaust Hood
- 6) Air system Control Panel/Grease Extractor
- 7) Deep Fryer x 2
- 8) Mater Canteen Exhaust (Roof Top)
- 9) Exhaust Fans (Kitchen Hood)
- 10) Café Tables and Chairs
- 11) Convection Oven – owned by the Concession Operator, Local Rolla, and will be removed by the Concession Operator upon termination of the Concession Operating Agreement.