

CITY OF MERRITT

Park Facility RENTAL CONTRACT

Recreation and Facilities Department

This Agreement made this 01st Day of May in the year 2021 between the City of Merritt

(Hereinafter called the “City”)

AND: Valley Kitchen

(Hereinafter called the “Licensee”)

This Agreement witnesses that in consideration of the covenants and agreements hereinafter set forth that the parties hereto mutually covenant and agree as follows:

Definitions

“**Premises**” means the Central Park Concession building, located at 2975 Voght Street in Merritt, B.C. and outlined in red on the attached schedule “A”.

Terms

1. In this agreement, headers in bold are present to aid in readability, and are not to be read as affecting the meaning of a clause.
2. The City hereby grants to the Licensee the exclusive licence to use and occupy the Premises, for the purpose of preparing and selling food products.
3. Preparing and selling food products will take place everyday day of the week, between the hours of 8am and 8pm.

Payment

4. The Licensee agrees to pay the City \$1,200.00 per month plus applicable taxes for the rights of use and occupation hereby granted from May 01, 2021 - Sept 30, 2021.
5. The Licensee agrees to pay the monthly invoice issued by the City on the 1st day of each month.

Length of Occupation

6. The licence shall last from May 01, 2021 - Sept 30, 2021.
7. The Licensee agrees that if they wish to extend the licence, they will make contact with the City to discuss this no later than 30 days before the end of this agreement. At such time financial obligations will be discussed for any extended term.

Conditions of use

8. The Licensee agrees:

- a. To be responsible for all suppliers
 - b. To possess a current City of Merritt Business License,
 - c. To possess liability insurance in the amount of a minimum of \$3 million dollars with the City being named as additional insured, and;
 - d. To possess a valid Interior Health Permit for the preparation and service of food.
9. The Licensee agrees not assign or sublet the whole or any part of the licence for the Premises, without the written consent of the City.
 10. The Licensee agrees to pay all fees, licenses, taxes, and tariffs where applicable, and to abide by all City of Merritt ordinances, bylaws and regulations.
 11. The Licensee agrees that it will not suffer or permit alcohol to be had or consumed on the premises, unless a lawful license for this has first been procured.
 12. The Licensee agrees not to permit anything to be brought onto or for any act to be done on the Premises, that would invalidate or increase the premium on policies of insurance held by the City or which might harm or deface the Premises.
 13. The Licensee agrees not to construct, erect or attach any fixtures of any kind to the Premises, without the written consent of the City, and if so erected, the Licensee covenants to remove the same and restore and leave the Premises in the same condition in which the Premises were at the time the Licensee entered into occupation. If restoration is not to the satisfaction of the City, all such repairs may be carried out by the City and all costs involved thereof are to be paid by the Licensee.
 14. The Licensee agrees to defend, indemnify and hold harmless the City and its officer, agents and employees for any and all claims, demands, actions, damages, losses and expenses, including attorney fees and costs of litigation, arising out of or relating to Licensee's activities under this contract, including those brought by employees or subcontractors of Licensee.
 15. The City may at its discretion allow the waiver or non-fulfilment of any number of these terms, and such permission will not effect the enforceability of those or any other terms in this agreement.
 16. The City agrees to contract out the nightly cleaning/janitorial of the restroom facilities located in the building and supply all the hand towel, toilet paper and hand soap.
 17. The Licensee agrees to perform daily routine checks and as-needed cleaning maintenance of the bathroom facilities during operational hours. The Licensee agrees to call City maintenance if operational issues are identified with the bathroom facilities.
 18. The Licensee agrees that in the event of any strike or lockout, the City will not be responsible or liable for providing access to the Premises.
 19. The Licensee agrees to maintain the said facilities in the same operational condition as received and accepts all responsibility including financial liability and legal liability for any and all damages to City property.

Termination

- 20. The City may terminate this agreement at any time by providing one week’s notice in writing to the Licensee, with any monthly rental already paid to be returned on a pro-rated basis.
- 21. In the event of non-fulfilment of sections 4 or 5 (Payment), the City may terminate this agreement immediately with no notice.

In witness whereof the parties hereto have hereunto set their hand:

Licensee Signature (Name & Position): _____

Signed by the Licensee in the presence of: _____ **(Witness)**

City Signature (Name & Position): _____

Schedule "A" – Site plan

