

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-22

Being a by-law to authorize the execution of an agreement.

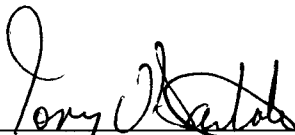
WHEREAS the Corporation of the Town of Amherstburg has decided that it is in the best interest of the Town to have Scott Shuttleworth operate the concession stands located at H. Murray Smith Centennial Park and Austin "Toddy" Jones Park.

AND WHEREAS the Town of Amherstburg and Scott Shuttleworth have listed what the rights and responsibilities of each party shall be in the form of an agreement.


**NOW THEREFORE THE CORPORATION OF THE TOWN
OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the entering into by the Corporation of the Town of Amherstburg of a contract with Scott Shuttleworth for the operation of the concession stand in H. Murray Smith Centennial Park and Austin "Toddy" Jones Park be hereby approved, ratified and confirmed.
2. That the Mayor and Clerk be and they are hereby authorized to sign the agreement in the form annexed hereto.
3. This by-law shall come into force and effect on the final passing hereof.

Read a first, second and third time and finally passed on the 27th day of May, 2002.



MAYOR



CLERK

THIS AGREEMENT made in duplicate this 27th day of May 2002

B E T W E E N

THE TOWN OF AMHERSTBURG
hereinafter referred to as "The Town"
Party of the First Part,

and

SCOTT SHUTTLEWORTH
hereinafter referred to as "The Concession Manager"
Party of the Second Part,

WHEREAS the Town of Amherstburg is the owner of concession stands located in H. Murray Smith Centennial Park and Toddy "Austin" Jones Park;

WHEREAS the Town is desirous of entering into a agreement with "the Concession Manager"

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual covenants and conditions herein contained and subject to the terms and conditions herinafter set forth, the parties hereto agree as follows:

The Town shall:

1. hire applicants to be employed in the concession stand, issue their pay cheques and assume liability for such employees;
2. be responsible for the premises, to ensure electrical supply , water supply, installation of telephones, one fridge/freezer in each location in good working order and will be responsible for costs to fix if they malfunction;
3. remit payment for hydro, water and telephone billings;
4. provide dates of functions and keep the concession manager informed of changes.

The Concession Manager:

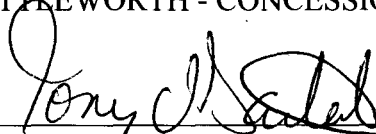
1. shall maintain a clean and sanitary environment for the food preparation area;
2. submit weekly time sheets for payroll processing; and shall issue payment to reimburse the payroll expense on a monthly basis;
3. shall assist in the decision of which applicants will be employed and oversee their performance and have the right to recommend their dismissal if they do not comply with his expectations ;

4. shall manage, train employees, and delegate the operation of the concession stand as he sees fit amongst the concession employees;
5. shall be responsible to stock, be available for deliveries, try new products and set prices as he sees fit;
6. may advertise his product, through napkins, signs, signs not adhered to the outer building, unless prior approval is given by the Town;
7. shall prepare a monthly financial report for review by the Town ;
8. agrees to remit 60% of profit to the Town at the end of the season, subject to review at the request of either party during the season;
9. shall report any unsafe conditions to the Town;
10. is responsible to have garbage and cardboard put in appropriate bins, and shall clean and maintain the counter area outside the concession stand during any functions;
11. shall be responsible to maintain his own books, make deposits and issue payments for supplies used within the concession stand;
12. shall be responsible for the operation of the concession stands commencing April 1, 2002 ending on October 12, 2002, and will have the concession stand opened during all activities, unless otherwise advised.;
13. shall provide content insurance, if so desired, for his own equipment and supplies.

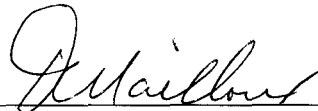
IN WITNESS WHEREOF, duly witnessed by their respective Authorized Signing Officers in that behalf.



SCOTT SHUTTLEWORTH - CONCESSION MANAGER



MAYOR - TOWN OF AMHERSTBURG



CLERK- TOWN OF AMHERSTBURG