



MUNICIPALITY OF **West Elgin**

The Municipality of West Elgin invites proposals from interested individuals or groups to operate the food concession stand at the West Elgin Community Centre located at 171 Graham Road in West Lorne, from October 2021 to March 2022.

Information packages can be acquired online at www.westelgin.net/bids-and-tenders

Completed proposals must be submitted to:

By Mail:

The Municipality of West Elgin
ATTN: Lee Gosnell, Manager of Operations & Community Services
22413 Hoskins Line
Rodney Ontario
N0L 2C0

By Email: lgosnell@westelgin.net

Proposals must be submitted on or before **4 pm on September 24, 2021**, using the forms provided in the information package.

For further information please contact Lee Gosnell, Manager of Operations & Community Services at 519-785-0560 ext. 232 or lgosnell@westelgin.net



MUNICIPALITY OF **West Elgin**

On Behalf of The Municipality of West Elgin, I would like to thank you for your interest in operating the food concession stand at the West Elgin Community Centre for the 2021/2022 season.

Please read the enclosed Operators agreement, initial indicating that you have read the agreement, and return it with your proposal, outlining any areas of concern that you might have.

The Concession Stand Operator is considered a private contractor and not an employee of the Municipality of West Elgin.

If you have any questions or concerns, please contact Lee Gosnell, Manager of Operations & Community Services at 519-785-0560 ext. 232 or lgosnell@westelgin.net

Concession Operators Information

Concession Operator Name: _____

Address: _____

Town: _____ Postal Code: _____

Telephone Contact Information:

Cell Phone: _____

Land Line: _____

E- Mail: _____

Preferred method of Contact: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Notes

Emergency contact information is to allow Municipal Staff to contact the operator, or person designated by the operator, in case of an emergency regarding the facility, power outage etc. It is only necessary to indicate an emergency contact if it is different from the above information.

Personal information on this form is collected under the legal authority of the *Municipal Act*, as amended. This information is collected and maintained for the purpose of selecting an operator of the West Elgin Community Centre Food Concession Stand. Questions about this collection should be directed to the Clerk, at 22413 Hoskins Line, Rodney, ON 519-785-0560 or **clerk@westelgin.net**.



MUNICIPALITY OF West Elgin

This agreement is to operate the Concession Stand located at the West Elgin Community Centre in West Lorne. This agreement is between the Concession Stand Operator, hereafter referred to as the 'Operator', and the Municipality of West Elgin hereafter referred to as the 'Municipality'. This agreement is in effect from October 2021 to March 2022.

The Concession Operator agreement includes:

1. The Operator will be responsible for the cleanliness of the concession area and associated equipment.
2. The Operator will be responsible to ensure that during operating hours, one staff on premises has a valid Safe Food Handlers Certificate.
3. The Operator will be responsible to ensure that all Public Health safety measures are implemented, including the most up to date COVID-19 protocols and procedures.
4. The concession will be open and adequately staffed to provide quality service to the patrons of the West Elgin Community Centre, as well as scheduled special events.
5. The Operator is responsible for purchasing at their cost, all inventory of goods to be sold on the premises. The Operator shall set the price of sale for all goods sold on the premises.
6. This agreement will be in effect from October 2021 to March 2022. Arrangements can be made with the Manager of Operations & Community Services for earlier access to facilitate a timely opening, as well as arrangements for an extension of time to facilitate closing of the concession. At the conclusion of the season, all inventory must be removed from the concession, as well as all non-municipality owned equipment.
7. The amount of rent to be paid on the first day of each month covered by this agreement shall be \$300.00 (three hundred) plus applicable taxes.

8. The monthly rental will include the concession area, utilities and current equipment. Any additional equipment brought into the facility by the operator must be approved by the Municipality and have current ULC, or CSA approval. Any signs, shelving etc. affixed to the walls of the concession area require prior Municipal approval.
9. Municipal owned equipment will be maintained by the Municipality and kept in good operating condition by the Operator, subject to normal wear and tear. Damage to the equipment caused by abuse or neglect will be the Operators responsibility. A written request to have equipment repaired or serviced must be submitted to the Manager of Operations & Community Services before service or repairs can be arranged.
10. The Operator will be responsible for their own vendors permit and liability insurance in the amount of \$ 2,000,000.00 (two million dollars). Insurance shall also include a tenant legal in the amount of \$100,000.00 (one hundred thousand dollars) and shall name the Municipality of West Elgin as an additional insured. The operator will provide proof of insurance to the Municipality prior to gaining access to the facility.
11. The Operator agrees to provide the necessary training for their staff used in the operation of the concession stand. The Operator further agrees to abide by Federal and Provincial Legislation affecting concession and food premise operations. The Operator assumes all responsibility for the insurance of their staff including liability, accident, and workers compensation coverage.
12. Access to the concession area will be restricted to the operator, the operator's staff and Municipal staff as designated by the Manager of Operations & Community Services. Municipal staff will have access only to provide maintenance or assistance as required.
13. Parking for personal vehicles of the Operator and the Operator's staff will be provided at a mutually convenient area.
14. Either party to this agreement, with cause or 30(thirty) days written notification to the other party, can terminate this agreement without penalty.
15. The Municipality of West Elgin, and any of its employees, shall not be responsible or liable for any lost revenue due to the facility closing for reasons of public safety, mechanical failure, or injuries sustained by the operator or their staff while operating the concession.

Items of Concern:

I have read the agreement and agree to abide by conditions listed above.

Concession Operator:

_____ Date: _____
Please Print Name

Signature