



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

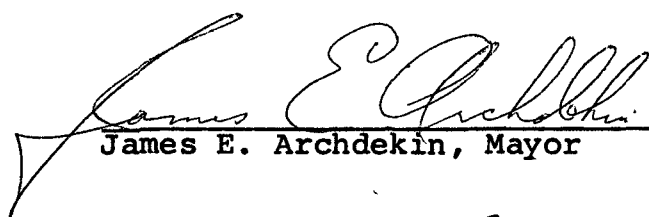
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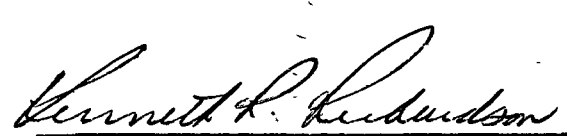
A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and Bramalea Air Cuisine Ltd.

The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and Bramalea Air Cuisine Ltd., attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of January, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT MADE IN DUPLICATE THIS  
26th DAY OF January 1976.

BETWEEN

The Corporation of the City of Brampton hereinafter called the "City" of the first part.

AND

Bramalea Air Cuisine Limited hereinafter called the "Caterer" of the second part.

The City hereby agrees to retain the services of the Caterer for the purpose of operating the Bar/Snack Bar at the Chinguacousy Curling Rink upon the following terms and conditions:

1. The term of this contract shall be from the 1st day of January 1976 to the 24th day of April 1976.
2. The "Caterer" shall supply the service of providing a cigarette vending machine, operating the bar/snack bar through the sale of light lunches and beverages, including liquor, at all hours required by the operation of the Curling Rink and without limiting the foregoing, shall be open for business each Monday from 5:00 P.M. to 1:00 A.M. and Tuesday to Sunday inclusive from 9:00 A.M. to 1:00 A.M. It is understood and agreed that the Caterer will provide additional service as required and upon request by the City in relation to Bonspeils and other special events.
3. The "Caterer" is to have exclusive use and entry into the area known as the Bar/Snack Bar but the City may upon notice to the Caterer enter said area for inspection and for repairs. The responsibility, security and insurance for all goods and equipment owned by the "Caterer" is vested with the "Caterer".
4. The "Caterer" will provide and maintain an adequate stock of all consumable and non-consumable items, foods and beverages in order to provide a first class Bar/Snack Bar operation to the participants at the Curling Rink.
- 5(a) The "Caterer" shall, upon request, cater to any parties held in the Chinguacousy Curling Rink.  
  
(b) The Curling Club Association shall be entitled to cater to their own bonspeils, parties or tournaments, provided that all arrangements with respect to liquor licences and the sale or serving of alcoholic beverages are made through the caterer.
6. The "Caterer" hereby agrees to pay the City 15% of all gross receipts of sales made in the Bar/Snack Bar and through the Catering of parties and revenue from the Cigarette Vending Machine after deduction of the cost of all fees paid to the L.L.B.O. for permits obtained pursuant to paragraph 7 and the City agrees that the Caterer shall be entitled to deduct from the said payment the amount of \$5.00 for each Special Occasion Permit obtained pursuant to paragraph 7.

- 7(a) The "Caterer" hereby agrees to pay all licence fees in connection with obtaining L.L.B.O. sales permits for the Chinguacousy Curling Rink and to make all necessary arrangements for acquiring such permits.
- (b) The "Caterer" shall be responsible for all salaries, wages, fringe benefits and other payments to or on behalf of all employees working in the Bar/Snack Bar area.
8. The "Caterer" shall provide the "City" with a monthly financial operating statement of the Bar/Snack Bar, parties catered by the Caterer and revenue from the cigarette vending machine along with supporting information as required by the "City. Monthly statements shall be submitted to the City no later than the seventh day of each month for the preceeding month's sales and shall be accompanied by a cheque for the payment required under paragraph 6 in respect of the preceeding month.
9. The "Caterer" hereby agrees to ensure that:
- a) sufficient change is available to provide good service.
  - b) employees are courteous, neatly attired and experienced to provide efficient and acceptable service to the public.
  - c) a sufficient number of employees are engaged and on duty to provide efficient service.
  - d) the bar/snack bar is open and operable at the times specified in clause 2 of this agreement.
10. The Caterer shall charge the following rates for the duration of this contract: beer, per bottle - .75¢  
liquor per 1 oz. portion plus ice and mix-  
\$1.00.

All rates for light lunches or beverages as advertised on January 1st, 1976 shall remain in effect for the duration of this contract unless mutual agreement in writing between the "Caterer" and the "City" has been entered into for any amendments to existing rates.

11. It is understood and agreed that this agreement may be terminated by the City upon seven days written notice by reason of the Caterer failing to fulfill the terms and conditions contained within this agreement.

It is further understood and agreed that the "Caterer" may, upon 30 days written notice to the City terminate this agreement.

IN WITNESS WHEREOF the parties hereto have annexed their Corporate seals attested by their hands of their officers duly authorized in that regard.

THE CORPORATION OF THE CITY  
OF BRAMPTON

Per James C. Ashby  
Mayor

Per Kenneth Richardson  
Clerk

BRAMALEA AIR CUISINE LIMITED

Per J. Rooderup