

**Schedule A to By-law No. 2016-75**  
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**MEMORANDUM OF AGREEMENT** made this                      1st day of October 2016.

Between:

**THE CORPORATION OF THE TOWN OF MINTO**  
(Hereinafter referred to as "The Corporation")

OF THE FIRST PART

And:

**T&M BBQ CATERING**  
(Hereinafter referred to as "T & M")

OF THE SECOND PART

**WHEREAS:**

"The Corporation" is the owner of the former Palmerston P.U.C. garage at 215 William Street in the former Town of Palmerston;

**AND WHEREAS:**

"T & M" desires to rent the space in the former P.U.C. garage from "The Corporation" to carry on a catering business;

**AND WHEREAS:**

"The Corporation" has agreed to rent the former P.U.C. garage to "T & M" for a period of three (3) years; commencing the 1<sup>st</sup> day of October, 2016 until the 30<sup>th</sup> day of September, 2019;

**NOW THEREFORE** "The Corporation" agrees to:

1. Be responsible for fire insurance on the structure of the former P.U.C. garage at 215 William Street, in the former Town of Palmerston.
2. Be responsible for grass cutting and the removal of snow along the driveway at 215 William Street, in the former Town of Palmerston.
3. Advise "T & M" if they intend to sell the property. It must be noted that there is a Policy for selling municipally owned land that must be adhered to.
4. Maintain all major building systems and structure including but not limited to roof, walls, insulation, heating, ventilation and electrical.
5. To provide T&M a minimum nine months written notice of termination of this agreement for any reason except for default by T&M.

**NOW THEREFORE** "T & M" agrees to:

1. Pay rent to "The Corporation of the Town of Minto" \$477.92 plus applicable HST for a total of 36 months commencing October 1, 2016.
2. Give "The Corporation" not less than two month's notice in writing of its intention to terminate this Agreement.
3. Remedy any default hereunder of which "The Corporation" has given written notice within thirty (30) days, failure to remedy any default then "The Corporation" may terminate this Agreement and obtain vacant possession of the premises upon the expiration of a further thirty (30) days written notice.

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4. Be responsible for the utilities in the portion of the building that they are renting from "The Corporation" specifically, hydro, heat, water and sewer, internet, cable phone and similar.
5. Be responsible for fire and theft insurance upon your personal contents and shall maintain public liability insurance.
6. Be responsible for the maintenance of the premises in a clean, orderly condition and state of repair. Comply with garbage and recycling regulations imposed by the County of Wellington.
7. To renovate the premises at their own cost. Prior to commencing any renovations, "T & M" shall provide "The Corporation" with written plans and receive "The Corporation's" written approval for such renovation work.
8. Not place a sign for advertising purposes unless approved by "The Corporation".
9. Not carry on or permit to be carried on by any person a business or profession other than "T & M" without "The Corporation's" written approval.
10. To indemnify "The Corporation" and save it harmless from any claims made against "The Corporation" of damages arising from personal injuries suffered by anyone at 215 William Street, in the former Town of Palmerston in defending any such claims. "T & M" further agrees to advise their insurance company of the existence of the indemnity agreement.
11. Not commit or permit to be committed, any act or thing which may void any insurance upon the building or any part thereof upon the property at 215 William Street, in the former Town of Palmerston, or which may cause any increased or additional premium to be payable for any such insurance.
12. In the event of fire, lightning or tempest, causing destruction of the property at 215 William Street, in the former Town of Palmerston, rent shall cease until the premises are rebuilt, if it is desirable by "The Corporation" to rebuild the premises.
13. Be responsible to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement on this the  
day of , 2016.

T & M BBQ CATERING

WITNESS TO THE SIGNATURES:

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\_\_\_\_\_  
Alfred Joseph Roy

\_\_\_\_\_

\_\_\_\_\_  
Debra Ann Roy

THE CORPORATION OF THE TOWN OF MINTO

\_\_\_\_\_  
Mayor George Bridge

SEAL

\_\_\_\_\_  
Deputy CAO Clerk Gordon Duff