

This Agreement made in duplicate, to take effect as of the 1st day of June, 2019.

Between:

The Corporation of the Town Of Tecumseh

Hereinafter called the "Town"

- and -

All Canadian Entertainment

Hereinafter called "A.C.E."

Recitals

Whereas The Corporation of the Town of Tecumseh (Town) and All Canadian Entertainment (A.C.E.) are desirous of entering into an agreement for the supply and operation of amusement rides and midway games for the Tecumseh Corn Festival for the year 2019;

Witnesseth that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the parties hereto agree as follows:

The Town Covenants and Agrees:

1. To provide a location to A.C.E. at Lacasse Park, located in the Town of Tecumseh, for the 2019 Tecumseh Corn Festival for the operation of a Midway Carnival;
2. To supply water, overnight power and a location for A.C.E.'s employees' RVs;
3. To provide A.C.E. with the exclusive rights to sell candy floss, candy apples and caramel corn; and
4. To provide A.C.E. with the exclusive rights to provide rides, games and concessions at the Tecumseh Corn Festival in 2019.

A.C.E. Covenants and Agrees:

5. To provide fifteen (15) or more amusement rides, with proof of Technical Standard and Safety Authority (TSSA) certification, at the Tecumseh Corn Festival in 2019;
6. To provide a Midway Carnival, including candy floss, candy apples, caramel corn, food booths and games on the following dates:
 - a) Friday, August 23, 2019 – 12 noon – 11 pm
 - b) Saturday, August 24, 2019 – 12 noon – 11 pm
 - c) Sunday, August 25, 2019 – 12 noon – 7 pm.
7. To be responsible for the location, setup and orientation of the Midway Carnival and rides, as approved by the Town;
8. To pay the Town the following rates or amounts:
 - a) 25% of the Ride Gross less HST;
 - b) 50% of the Concession Revenue or \$5,000, whichever is the greater;
 - c) \$2,500 for Advertising.
9. To provide the Town with 100 VIP passes to the Midway Carnival;
10. To indemnify and save harmless the Town, absolutely from all liabilities however arising, caused or having to do in any way with A.C.E.'s use of

the Town's lands and provision of the midway games, rides and food services referenced herein;

11. To provide the Town with proof of liability insurance from A.C.E.'s insurance carrier of not less than five million (\$5,000,000.00) with the Town named as an additional insured for 2019;
12. Covenants and agrees to keep the premises used by A.C.E. and its employees in a clean and sanitary condition at all times and to pick up and remove all waste paper or other materials resulting from the operation of the Midway Carnival operations;
13. To ensure compliance with all government and other agencies regulations, requirements and inspections, as applicable;
14. To comply with all requirements of the *Workplace Safety & Insurance Act*, the *Occupational Health and Safety Act*, *Environmental Protection Act* and all other applicable law, regulations and by-laws. A.C.E. shall provide proof, upon execution of this document, a valid clearance certificate issued by the Workplace Safety and Insurance Board;
15. To ensure all employees, agents, or volunteers receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act 2005* (the "Act"). A.C.E. shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. A.C.E. shall submit to the Town documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require A.C.E. to amend its training policies to meet the requirements of the Act and the Regulation;
16. This agreement may not be transferred or assigned by A.C.E.;

The Town and A.C.E. agree that:

17. If any term, covenant or condition of this agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law;
18. Notwithstanding paragraph 1, the Town may terminate this agreement at any time if A.C.E. fails to perform any of its covenants and obligations, provided that the Town provides at least thirty (30) days' notice in writing of termination. If within the thirty (30) day period A.C.E. complies with all covenants and obligations contained in this agreement, then the notice of termination will become null and void;
19. All notices, demands and requests which may be or are required to be given by the Town to A.C.E. or by A.C.E. to the Town under the provisions of this agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Concessionaire, to: A.C.E. Shows Ltd.

1681 Aldersbrook Road

London, ON N6G 3B7

Attention: Geordie Todd, President

or in the case of the Corporation, to: Town of Tecumseh

917 Lesperance Road

Tecumseh, ON N8N 1W9

Attention: Clerk

or to such other address as either party may from time to time designate by written notice to the other;

20. The parties agree that any disputes pursuant to this agreement will be determined pursuant to the *Arbitrations Act, R.S.O. 1990, Chapter A-24*.
21. Provided A.C.E. shall not be in default of performance of any of the provisions hereunder, it shall have the right to renew this agreement for the 2020 Corn Fest, to be exercised before December 31, 2019.

In Witness Whereof the parties have executed this agreement.

Signed, Sealed and Delivered in the presence of:

The Corporation of the Town of Tecumseh

By:

Name: Gary McNamara
Title: Mayor

By:

Name: Laura Moy
Title: Director Corporate Services & Clerk

A.C.E. Shows Ltd.

Name: Geordie Todd
Title: President

I have authority to bind the Corporation