

CONCESSION BOOTH LEASE AGREEMENT

THIS INDENTURE OF LEASE MADE as of the ___ day of December 2024.

IN PURSUANCE OF the short form Leases Act.

B E T W E E N:

THE MUNICIPALITY OF THE MUNICIPALITY OF KINCARDINE
(the "Municipality")

OF THE FIRST PART

- AND -

SABA UMAR
(the "Lessee" or "Lessee" or "Tenant")

OF THE SECOND PART

WHEREAS the Corporation of the Municipality of Kincardine is the owner of the Davidson Centre (the "**Complex**");

AND WHEREAS the Municipality is a municipal corporation under the provisions of the *Municipal Act, 2001*, S.O. 2001, c.25;

AND WHEREAS the Municipality is desirous of entering into an agreement with the Lessee for the sole purpose of the use and operation of the concession booth at the Davidson Centre located at 601 Durham Street, Kincardine, Ontario (collectively referred to as the "**Concession Booth**" or "**Premises**");

AND WHEREAS the Municipality has agreed to lease the Concession Booth to the Lessee on the terms and conditions set out in this Agreement;

AND WHEREAS the Lessee shall at all times during the duration of this Agreement shall occupy and utilize the Concession Booth in compliance with any and all requirements under or prescribed by the common law, and any and all applicable federal, provincial, regional, local or municipal laws, statutes, codes, acts, permits, licenses, orders, by-laws, rules, policies, regulations and, that may now, or at any time hereafter be applicable to and enforceable, including without limitation, the *Environmental Protection Act* and the *Municipal Freedom of Information and Protection of Privacy Act* (hereinafter referred to as "**Applicable Law**");

NOW THEREFORE in consideration of the mutual covenants set out herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals

- 1.1. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

2. Term of Agreement

- 2.1. This Agreement shall commence on September 1, 2024 and continue for a period of four years and seven months commencing on September 1, 2024 (the “**Effective Date**”) and ending on March 31, 2029. (the “**Initial Term**”)
- 2.2. Either Party shall have the right to terminate this Agreement, without penalty and any recourse, upon giving the other Party not less than 30 days notice in writing.

3. Renewal

- 3.1. The Lessee, provided they are not in breach of any term or condition this Agreement, the Lessee shall have the right to renew this Agreement for a further term of five (5) years (the “**Renewal Term**”) upon giving the Municipality not less than three (3) months’ prior notice on the same terms and conditions contained herein. The rent associated with the Renewal Term shall be based on the amounts set out in section 5 of this Agreement and subject to the annual inflationary adjustment.

4. Premises

- 4.1. The Municipality hereby grants the Lessee the right to use and occupy the Concession Booth as show on Schedule “A” attached for the sole purpose of a concession operation selling food and beverages to the general public.
- 4.2. The Lessee acknowledges and agrees that at all times, and without any hinderance or obstruction, the Municipality shall have a right of access through the Concession Booth to perform servicing activities, maintenance and repair including but not limited to the servicing of building systems, electrical and exhaust hood fire systems. The Municipality shall endeavour where possible to make every effort to provide advance notification to the Lessee in advance or exercising the right of access save and except for any emergency circumstances where immediate access is required.
- 4.3. The Concession Booth shall be used and occupied by the Lessee for the sole purpose of operating the premises as a snack and refreshment operation only and for no other purpose.
- 4.4. The Lessee shall at all times be responsible for maintaining the Concession Booth in a clean and sanitary manner in compliance with all Applicable Laws including but not limited to any food safety and public health legislation and regulations. In the event the Lessee receives any notification or warning or administrative penalty from the Grey Bruce Health Unit or any other governmental or quasi-governmental entity that the Concession Booth are in violation of any Applicable Law concerning food safety and/or public health (the “**Health Notice**”), the Lessee shall provide the Municipality with a copy of the Health Notice immediately upon receipt and no later than twenty-four (24) hours of receipt of same. Any infraction, violation or concern as set out in a Health Notice shall be rectified immediately by the Lessee. Failure to comply with this section by the Lessee shall be treated as a fundamental breach of this Agreement and shall allow the Municipality to immediately terminate this agreement pursuant to section 1.2 following which this Agreement shall be at an end with no further obligations remaining between the Parties.

- 4.5. The Lessee shall, at the termination of the Initial Term or Renewal Term unless otherwise arranged with the Municipality, surrender the Concession Booth to the Municipality in good condition and substantially in the same condition as existed at the date upon which this Agreement was entered into with normal day to day wear and tear excepted.
- 4.6. The Municipality agrees to provide the following services to the Lessee:
- 4.6.1. Heat, hydro and water services;
 - 4.6.2. Garbage and recycling pickup from the provided authorized Municipal containers;
 - 4.6.3. Clean and workable equipment;
 - 4.6.4. Clean and annually inspected hood systems.
- 4.7. The Municipality shall provide the following equipment at the Concession Booth (the “**Available Equipment**”) which shall be made available for the Lessee’s use. The Lessee acknowledges and agrees that the Municipality shall not be responsible for ensuring the operational capability of the following Available Equipment and the Lessee shall be responsible for ensuring the operation, repair and maintenance of the Available Equipment:

Davidson Centre (Concession 5):

- Two (2) basket deep fryers
- One (1) microwave oven
- One (1) propane grill
- One (1) four burner range
- Two (2) stand up refrigerators
- One (1) condiment refrigerator station
- One (1) electric heating pot
- One (1) hot dog warmer

5. Rent/Fees

- 5.1. The Lessee shall pay rent for the Initial Term in the amount of Three Thousand Dollars (\$3,000.00) which shall be paid in two installments for the use and rental of the Concession Booth (the “**Rent**”):
- (a) September 1, 2024: \$1,500 + HST
 - (b) January 1, 2025: \$1,500 + HST

The Rent during the Initial Term and the Renewal Term shall be subject to an annual inflationary adjustment thereafter, in accordance with terms and conditions set out in

section 5.2 below.

- 5.2. The Tenant and the Landlord agree that Rent shall incrementally increase annually as specified in section 5.1 herein, in accordance with the Consumer Price Index (CPI) (Province of Ontario) and such increase shall occur at the end of each calendar year, beginning December 31, 2025. The CPI annual increase is applicable to the Renewal Term and to any subsequent renewals to this Agreement.

6. General Scope of Services

- 6.1. The Lessee shall operate the Concession Booth in such a manner that is deemed appropriate by the Manager of Recreation and shall at all times be in accordance with Applicable Laws and all Municipal policies, guidelines and practices and shall include but is not limited to:
 - 6.1.1. Responsible for maintaining the Available Equipment in a clean, safe, and workable condition at all times and in accordance with all Applicable Laws;
 - 6.1.2. The operation of the Concession Booth during all public functions including the following but shall not include the Special Events identified and described in section 7.1 herein:
 - Kincardine Minor Hockey (KMHA) games;
 - Silver Stick and other tournaments;
 - Kincardine Bulldogs games;
 - Skating Galas;
 - Track and Field events;
 - Kincardine Bulldogs Volleyball Tournament;
 - 6.1.3. Responsible for the purchase of all supplies required to operate the Concession Booth (including but not limited to the oil to be used in the deep fryer);
 - 6.1.4. Responsible for the upkeep and maintenance of the deep fryer including the changing of oil, safely disposing of used oil and cleaning of grease trap of back sink;
 - 6.1.5. Responsible for the removal of garbage and recycling to the designated bins provided by the Municipality and located at the Premises;
 - 6.1.6. Ensure the concession booth is available for inspection at any time.
- 6.2. The Lessee acknowledges and agrees that it shall be responsible for the management and operation of the Concession Booth including, but not limited to, supplying food, inventory control, providing training and paying all employees.
- 6.3. The Lessee shall comply with all Applicable Laws at all times including, but not limited to the *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act* and any all other public health and safety laws.
- 6.4. The Lessee shall ensure that all employees have the appropriate training in accordance with all Applicable Laws.

- 6.5. The Lessee shall at all times be responsible for providing adequate training to all staff regarding the concession operations, including, but not limited to, safe food handling and concession equipment operation.
- 6.6. The Lessee shall at a minimum on an annual basis and immediately upon request of the Municipality, acting reasonably, be required to submit a criminal records check due to being involved and dealing with a vulnerable population. The criminal records check searches for such records or criminal convictions for which a pardon has not been granted, records of outstanding/pending criminal charges of which the respective police force is aware or can disclose, probations, prohibitions, or other judicial orders in effect. The Municipality has the right to terminate this Agreement in the event any such records exist in relation to the Lessee.
- 6.7. The Lessee shall remit all applicable payments for the persons engaged by the Lessee to work at the premises, including, but not limited to, income tax, Canada Pension Plan, Employment Insurance, and Workplace Safety Insurance, and further agrees to indemnify the Municipality for any and all payments of any such required payments if the Lessee fails to do so.
- 6.8. The Lessee and the Municipality mutually agree that ongoing communication will be maintained. The Parties shall agree to meet at a minimum every three (3) months about this Agreement to ensure both Parties are satisfied with the operation of the Concession Booth.

7. Operation Rights

- 7.1. The Municipality acknowledges and agrees that it shall not, nor shall it allow any other entity to, not compete with the Lessee at the Premises. The Lessee acknowledges and agrees that, at no time, shall the Lessee at any time have any exclusive rights to operate the Concession Booth with respect to events held at the Davidson Centre that may include but not limited to banquets, receptions, meetings, programs, recreational and or social events, whether or not such events are licensed under regulation of the Alcohol Gaming Commission of Ontario (the "AGCO") which are referred to as the "**Special Events**". The Municipality reserves the sole and exclusive right to allow any vendor(s) it considers to be appropriate to operate during the Special Events and such vendors may include the sale of food and beverages similar to that of the Lessee during those Special Events (for example: trade shows where multiple vendors are required in order to serve attendees; hall rentals where renter has choice of food caterer). Special Events held on the outdoor properties of the Davidson Centre shall at no time be subject to the exclusive operating rights of the Lessee as set out in this Agreement.

8. Products for Sale

- 8.1. The Lessee shall provide to the Municipality a list of products to be sold prior to selling such items at the Concession Booth. The Parties acknowledge and agree that the Lessee may test new products and offer specials from time to time. These items will be added to the list of products if they become regular menu items.
- 8.2. The sale of products containing nuts, including peanuts, is prohibited at all times. The

Lessee must provide the public with a list of ingredients for all products sold upon request.

- 8.3. The sale of tobacco, cannabis and alcohol products in any manner is strictly prohibited. Failure to adhere to this condition may lead to the immediate termination of the Agreement with no further obligations remaining between the Parties.
- 8.4. The Lessee shall provide healthy food options including requiring bottled water be sold at a lower price than sugar and/or artificially sweetened beverages.
- 8.5. The Lessee shall remit all applicable taxes relative to product and merchandise sales and any other license/fees applicable to the concession operations and further agrees to indemnify the Municipality for all such monies if the Lessee fails to do so.
- 8.6. It is the responsibility of the Lessee to be on site for delivery of supplies and equipment. All supplies and equipment associated with this contract are to be received without the assistance of Municipality staff or equipment.
- 8.7. Should the Lessee wish to sell items that are not food, they must obtain prior written approval from the Municipality before doing so.

9. Advertising and Signage

- 9.1. The Municipality shall approve any Lessee physical signage or advertising within the Davidson Centre relative to the Concession Booth.
- 9.2. The Lessee shall be responsible for any costs relative to the signage including but not limited to the production, installation, repair, removal at the end of the Term and any Renewal Term, and shall also be responsible for any repair or damage caused by such removal.

10. Insurance

- 10.1. The Lessee shall put in effect and maintain in its name, at its expense, all the necessary insurance that would be considered appropriate for a prudent tenant/lessee undertaking this type of operation for the period during which the Agreement is in effect with insurers acceptable to the Municipality, including:
- 10.2. All Risks Property Insurance: All Risks (including sewer damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the Lessee or for which the Lessee is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement.
- 10.3. Commercial General Liability Insurance: The Lessee shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Municipality of Kincardine and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
 - (a) A limit of liability of not less than \$5,000,000/occurrence with an aggregate of not

less than \$5,000,000

- (b) Add the Municipality of Kincardine as an Additional Insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96); Coverage to include damage caused by operating or moving vehicles
- (e) Products and Completed operations coverage
- (f) Contractual Liability
- (g) The policy shall provide 30 days prior notice of cancellation
- (h) Failure to Perform exclusion removed
- (i) Lock-and-Key Replacement

10.4. Automobile Insurance – Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

10.5. Lessee's Legal Liability Insurance: Lessee's legal liability insurance for the actual cash value of the building and structures on the demised premises, including loss of use thereof.

10.6. Each policy shall specifically provide that the insurer will not have any right of subrogation against the Landlord on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Landlord or Lessee covered by such insurance. The cost or premium for each and every such policy will be paid by the Lessee.

10.7. Primary Coverage: The Lessee's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Municipality.

10.8. Certificate of Insurance: The Lessee shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to the contract commencement.

10.9. The Municipality at its sole discretion may in writing change the insurance required under this Agreement including, but not limited to, the limit of insurance. The revised insurance requirements will come into effect upon the next renewal date of the Lessee's existing policy.

11. Indemnity

11.1. The Lessee shall defend, indemnify and save harmless the Municipality, its elected

officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property, including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to any negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, misconduct or willful misconduct of the Lessee, its directors, officers, employees, agents, contractors and subcontractors, or anyone to whom the Lessee is responsible or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Lessee in accordance with this Agreement and shall survive the termination of this Agreement.

- 11.2. The Lessee shall, if required by law, ensure that all of its contractors, agents and subcontractors maintain and keep in force, at its expense, Worker's Compensation or similar insurance for its employees affording statutory coverage containing statutory limits. The Lessee further agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Lessee's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Lessee in accordance with this Agreement and shall survive the termination of this Agreement.

12. Designated Representative(s)

- 12.1. Upon entering into this Agreement, the Parties hereto agree to each designate a representative for the purposes of this Agreement and also agree that the designated representatives may deal with each other in respect to all matters arising under this Agreement. For the purpose of this Agreement, the designated representatives are as follows:

The Municipality of the Municipality of Kincardine ATTN:
Manager of Recreation
1475 Concession 5, RR#5 Kincardine,
Ontario N2Z 2X6

Saba Umar
637 Kennard Crescent,
Kincardine, Ontario N2Z 1T4
(647) 642-3610 | saba.akram3@gmail.com

13. Assignment

- 13.1. The Lessee shall not assign this Agreement without the expressed written consent of the Municipality, which consent will not be unreasonably withheld.

14. Severability

14.1. If any clause or parts thereof in this Agreement are determined to be unenforceable, they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

15. Headings

15.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

16. General Terms and Conditions

16.1. There are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting this Agreement.

16.2. Nothing contained herein shall be construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rental nor any other provisions contained herein nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Lessee/Tenant.

16.3. Each obligation of the Municipality or the Lessee expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

16.4. This lease may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument and may be delivered by facsimile or email.

16.5. No right or remedy conferred or reserved to the Municipality in this Lease is intended to be inclusive of any other right or remedy herein or by law provided, but each shall be separate and distinct and in addition to every other right or remedy given herein or now or hereafter existing at law.

IN WITNESS WHEREOF the parties have duly signed and/or affixed their corporate seals attested by the hands of their respective officers duly authorized in that behalf.

SIGN, SEALS AND DELIVERED THIS ___ day of _____, 2024.

Saba Umar

**THE CORPORATION OF THE
MUNICIPALITY OF KINCARDINE**

Kenneth Craig, Mayor

Jennifer Lawrie, Clerk

SCHEDULE "A"

TO

THIS INDENTURE OF LEASE MADE as of the ____ day of December 2024.

IN PURSUANCE OF the short form Leases Act.

B E T W E E N:

THE MUNICIPALITY OF THE MUNICIPALITY OF KINCARDINE
(the "Municipality")

OF THE FIRST PART

- AND -

SABA UMAR
(the "Lessee" or "Lessee" or "Tenant")

OF THE SECOND PART

LOCATION OF CONCESSION BOOTH

APPENDIX B - CONTRACTOR HEALTH & SAFETY AGREEMENT

INTRODUCTION

The Municipality of Kincardine (“Municipality”) is committed to providing a healthy and safe environment for all employees, contractors, visitors and the general public. It is required that all contractors who provide services to the Municipality are in compliance with WSIB, have the necessary insurance requirements and are aware of our Contractor Safety policy and safety regulations.

This Contractor Health & Safety Agreement applies to all contractors, subcontractors, and their employees. This manual summarizes and reflects the Municipality’s safety policies, procedures and the applicable legislation. The Municipality expects all employees and contractors to place a high priority on health and safety in all working situations.

It is not possible to address all work activities or potentially hazardous situations in a procedure manual; however, it is necessary to describe key municipal procedures that will be followed. The Municipality will provide specific safety procedures as reference documents, if applicable or requested, in order clarify our standards and procedures.

All health and safety regulations and practices used by the Municipality will become the minimum standard for all contractors doing work on the company's behalf. If a contractor fails to comply with these minimum requirements and any applicable legislation, it will be considered a breach of the contract, and may result in the immediate termination of the contract.

SAFETY PROCEDURES FOR CONTRACTORS

Contractors accepting work are required to sign off that municipal health and safety procedures and relevant legislation will be followed at all times. In addition, each Contractor is required to take any and all other precautions deemed necessary to safeguard employees and equipment.

The following is an overview of our health & safety procedures that all employees and contractors will comply with:

Project Coordinator Identification

When a project is being considered, the Municipality will identify a Project Coordinator prior to signing the contract. The Project Coordinator will be thoroughly familiar with the nature and location of the work to be performed by contractors as well as all applicable legislation. This individual is expected to ensure the contractor provides the applicable safety documentation and will communicate any known or potential hazards to the contractor before work begins. The Project Coordinator will also be responsible for providing authorization and access to Municipality property.

Instructions Before Starting Work

The Contractor and Project Coordinator will meet to complete the **Appendix B - Contractor Qualification Checklist** and will discuss any logistics or safety concerns related to the project.

Responsibility Of Contractors

The Contractor will take reasonable care to ensure:

- All work performed under their control meets the applicable legal requirements
- Workers are aware of occupational health and safety hazards and are properly trained, equipped and supervised
- The security of the work site for the safety of the public
- Their employees know, understand and carry out their responsibilities under the relevant health and safety legislation and all applicable municipal safety procedures
- The operation of equipment will be limited to competent, accredited employees
- The employees are suitably trained and have sufficient experience to perform the work safely

Responsibility Of Employees & Workers

Every employee and worker are responsible for:

- Taking reasonable care to protect their health and safety
- Taking reasonable care to protect the health and safety of other employees and the general public at the work site
- Understanding and following all work directives and procedures required for the work assigned verbally or in writing for their own protection
- Identifying and reporting all unsafe acts, practices, conditions, and incidents
- Knowing, understanding, and applying regulations as required

Smoking

The Municipality has a No Smoking policy in all company facilities including its vehicles. Designated smoking areas are outside of all buildings located 9 metres (30 feet) from any entrance/exit to ensure that no smoke will enter the building. Contractors are asked to respect the smoking policy of the Municipality.

Housekeeping

A good standard of housekeeping will be maintained at all times. All material stored for site usage will follow housekeeping standards and will not interfere with normal work operations. Surplus material, packing, waste will be removed from site upon completion of work and equipment area left clean and neat. Upon completion of the project, the Contractor will leave the work area clean.

First Aid & Incident Reporting

First Aid facilities at the Municipality are available to contractors if required in the event of an injury. The Contractor will come equipped with a complete First Aid kit and have a First Aid certified individual at the work site. All accidents that require medical attention will be reported to the employee's Supervisor and the Project Coordinator at the Municipality and will be investigated.

Each contractor/employee will control and report any unsafe conditions or practices that are observed. All such conditions or practices will be reported to the Supervisor or the Project Coordinator at the Municipality.

Fire & Emergency Preparedness

The Contractor will provide adequate fire extinguishers, in good working order, and properly filled. Where there is potential of a dangerous occurrence and before starting work, the contractor will develop emergency response and evacuation procedures and have them approved by the Project Coordinator.

In the event of an emergency, the Contractor will take reasonable care to:

- Ensure that all persons on site are protected from further dangers
- Stop all work as required
- Secure the site
- Evacuate all affected personnel from the area
- Initiate mechanical shutdown under direction of a qualified individual
- Report accidents to the Municipality local emergency authorities immediately

Personal Protective Equipment

Personal Protective Equipment (PPE) is the last line of defense for controlling occupational hazards. The Contractor will take reasonable care to ensure that at all applicable work sites employees wear protective equipment and clothing where necessary or, as legislation requires. Only PPE that is approved by an appropriate safety association will be worn.

Confined Spaces

The Contractor will notify the Municipality of any work being performed in confined spaces. Proper guarding, testing and ventilation of such spaces will be the responsibility of the Contractor. A safety belt, with a lifeline attached or other appropriate safety devices will be worn by contractor employees working in confined spaces or in any area where it would be difficult to remove an employee in case of an emergency. A confined space entry permit will be completed before going into any confined space.

Ladders & Working At Heights

Ladders will be in good condition and equipped with safety feet. All ladders over twenty feet in length will be securely tied at the top or held by an attendant below. Ladders are not to be placed in a doorway or aisle unless someone is stationed at the bottom. The top rung of the ladder is not a step. All extension ladders will be securely tied off to a fixed object.

Workers working over 3 metres will use fall protection equipment as per their training.

Mobile Lifting Equipment

Equipment will be in good repair and equipped with an overhead guard. The truck will be large enough for the work involved and operators will hold a valid certification issued by the company that employs them. Lift trucks will be switched off and keys removed from the vehicle when unattended.

Lift trucks operating in the area are required to stop and sound their horn at all doorways and intersections. The raising of personnel on the forks is prohibited. Lifting personnel may only be done with an approved safety cage.

Contractors will not use the Municipality's mobile equipment (i.e. forklifts, man lifts, etc.) without prior approval. Equipment will not be refueled when the engine is running.

No person other than the operator will ride on mobile equipment unless it has been designed for that purpose. Contractors will take reasonable care to ensure that operators of Forklifts are trained and qualified for the use. A logbook will be maintained for each unit regarding inspections, maintenance, and repair. Forklift operators will have clear visibility in the direction of movement and will be in complete control of the forklift at all times.

Excavations

Before performing ANY excavations or driving of stakes, locates are required in all instances for any underground utilities including, but not limited to telephone, natural gas, hydro, cable, sewer and water. All excavating will be done only with the expressed permission of the Municipality. Extreme precautions will be taken to avoid fouling or striking underground cables or other installations.

All open pits, trenches, and other excavations will be barricaded. A barricade will be installed around the excavation area before work begins and wherever practical, work should be conducted out of the side, leaving three sides guarded.

All excavations must be adequately braced and shored. Any failure of banks is the exclusive responsibility of the Contractor.

Roadside Safety

Each and every time a Contractor steps out of a vehicle to complete work on behalf of the Municipality on the side of the road, the Contractor will wear a High-Visibility Vest or Similar Clothing; Safety Glasses and a Hard Hat. Reflective clothing will be worn during all instances of traffic control, and at any time where visibility of the workers is compromised, such as working with or near machinery, night-time work, inclement weather conditions and working on or near roadways.

Contractors are required to follow the Ontario Traffic Manual - Book 7 guidelines when setting up their work area roadside.

Work Schedules

The Contractor and Project Coordinator will collaborate to determine a work schedule that is best for both parties and will adhere to work safety legislation with regards to fatigue.

Hazardous Materials

The Municipality will approve hazardous products used by contractors on a municipal work site. The Contractor will take reasonable care to ensure that:

- Safety Data Sheets (SDS) will be current for all hazardous products used and readily accessible for employees.
- Storage of hazardous materials complies with Ontario provincial regulations.
- Disposal of hazardous waste from the work site will comply with municipal procedures and provincial regulations.

- Employees will use appropriate signs to mark the area where hazardous products have been used.
- Employees will be trained on the proper personal protective equipment and proper handling of the hazardous products.
- Spills will be reported to the Municipality as well as required by Ontario regulations. Cleanup will be the responsibility of the Contractor.

Please Complete Contractor Health & Safety Agreement on Next Page.

**MUNICIPALITY OF KINCARDINE
CONTRACTOR HEALTH & SAFETY AGREEMENT**

It is acknowledged, on behalf of the Contractor company named below, that it is the Contractor's responsibility to ensure that employees and other workers assigned to the project are aware and understand the safety procedures that need to be followed when completing a project for the Municipality.

On behalf of the Contractor, the undersigned representative has reviewed and read the *Appendix A - Contractor Health & Safety Agreement* prior to commencing work. I understand that any violation of the regulations is sufficient justification for terminating the contract and may attract additional liabilities for the Contractor.

If not already provided to the Municipality, please attach a copy of your Liability Insurance Certificate which indicates coverage required by the Contract, and if the Contract does not specify coverage amounts then in an amount of no less than \$2 000 000.

Contractor Company Name - Please Print	Date
Contractor Representative - Please Print	Municipality Project Coordinator - Please Print
Contractor Representative Signature	Municipality Project Coordinator Signature

WSIB INFORMATION:

Account Number

Firm Number

Please Return Signed Agreement and attachments **by email** to the following address:

Email: athomson@kincardine.ca