



The Township of Mulmur
758070 2nd Line EHS Mulmur, ON L9V 0G8

REQUEST FOR PROPOSAL

FOR

**2023-2024 CONCESSION BOOTH OPERATION
NORTH DUFFERIN COMMUNITY CENTRE
RFP-2023-01**

All documents submitted must be clearly marked as “2023-2024 Booth Proposal Bid” on forms, as supplied by the Township of Mulmur. All bids must be submitted to the Township’s contact provided below by 2:00 p.m. local time on Friday, September 15, 2023.

The highest or any proposal not necessarily accepted. The Township of Mulmur reserves the right to accept or reject any or all proposals.

For further information, please contact:

Heather Boston, Treasurer
Phone (705) 466-3341 ext. 233
Fax (705) 466-2922
E-mail: hboston@mulmur.ca

Date issued: September 1, 2023

Pages: 2

The Township of Mulmur
North Dufferin Community Centre
2023-2024 Seasonal Booth Proposal Form

Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Proposed Monthly Rent: \$ _____
(Minimum Bid \$500)

- I understand that minimum bid is \$500 per month.
- If selected as the successful bidder, I agree to supply a \$500 cleaning deposit to the landlord upon signing of the agreement.
- Rental of the concession booth includes the use of all appliances.
- A draft booth operation contract is attached as Appendix A to this RFP.
- I understand that the booth is to be open during all arena events and scheduled ice times as indicated in the Booth Operation Contract.
- I agree to acquire and provide proof of liability insurance in an amount no less than \$2 million within 5 business days of being notified as the successful bidder.
- I have attached my WSIB Clearance Certificate (if applicable) or will provide it within 5 business days of being notified as the successful bidder.
- I understand that if proof of insurance and a WSIB Clearance Certificate (if applicable) are not provided to the Township within 5 business days of being notified as the successful bidder, the contract may be awarded to another bidder.

Signature

Date



Appendix A
BOOTH OPERATION CONTRACT

The Corporation of the Township of Mulmur
-- AND --

I _____, hereinafter referred to as the **tenant**, agrees to enter into a contract with **The Corporation of the Township of Mulmur**, hereinafter referred to as the **landlord**, for the operation of the concession's booth at the North Dufferin Community Centre for the **2023-2024** ice season.

The monthly rent, as accepted by the **landlord**, is \$_____ **plus** H.S.T. and is payable monthly upon receipt of invoice. The **landlord** agrees that the monthly fee for rent will be prorated for the first & last month of the operating season dependent on the dates that the arena opens and closes. The **tenant** is responsible to provide a **\$500 cleaning deposit** upon signing of this agreement. The cleaning deposit will be returned to the **tenant** upon final inspection at the end of the operating season.

The **tenant** agrees to have the booth open during ice rental times at their discretion and may discuss appropriate times with the Arena Manager or designate. Typical hours of operation when the booth could be open are Monday – Friday from 5:00 pm – 9:00 pm, Saturday's from 9:00 am – 4:00 pm and Sunday's from 1:00 pm – 3:00 pm.

Arena staff shall immediately communicate any and all cancellations to the **tenant**. Private functions (i.e. family celebrations) are excluded and the tenant is not required to be open unless indicated by the Arena Manager or designate.

The **tenant** agrees to maintain the booth space in a clean and safe manner and provide their own janitorial supplies for the booth. The **tenant** shall clean the booth at the end of the season and remove all personal items. The booth will be inspected by arena staff to ensure the cleaning is satisfactory. The **tenant** must be present at the time of inspection. If the inspection determines that the booth has not been satisfactorily cleaned by the tenant, the cleaning deposit will not be returned.

The Arena Manager or designate will act on behalf of the **landlord** with respect to supervision of day-to-day maintenance of the booth. Should any issues not be resolved satisfactorily and there is some urgency to the issue, the **landlord** will assist with the matter. The **landlord** shall provide the booth space and all equipment currently installed therein and shall keep such equipment in normal operating condition. The **tenant** has access and full use of all equipment located within the booth area and the storage room located under the upper floor staircase.

The **tenant** is responsible for acquiring liability insurance in an amount no less than \$2 million and providing proof of coverage to the **landlord**. A Clearance Certificate from WSIB is required to be provided to the **landlord** if the **tenant** has any employees working for them in the Booth at any time. The **tenant** is responsible for their own contents stored at the arena and may wish to obtain content insurance. The **landlord** will not be held liable for any losses.

The **tenant** is responsible for any additional costs of running their business due to COVID-19 and ensure all necessary preventative measures are taken to reduce the risk of COVID-19 exposure.

The **tenant** agrees to ensure that all personnel working in the booth are Food Safety Certified, and that all practices are in compliance with the Ontario Food Premises Regulation 562. The **tenant** agrees to sort food waste and recyclables, upon provision of green bins and recycling boxes/bins by the **landlord**.

It is understood by the **tenant** that from time-to-time, external organizations may also be renting the premises at the same time that the booth is open, and they may be selling food. Those organizations responsible for such rentals shall only sell food items that do not compete with the normal booth food, snack, and beverage offerings. In the event of non-compliance, the **tenant** shall inform the Arena Manager, or designate as soon as an infraction occurs, so that it can be immediately dealt with. Non-compliance may result in immediate cessation of food service or immediate forfeiture of the rental of the premises of the external organization.

This agreement will commence _____ **2023** and can be terminated by either party with 30 days written notice. This agreement will automatically terminate on _____, **2024**, unless extended at the sole discretion of the **landlord**.

Dated this _____ day of _____, 2023

Landlord:

Tenant: