

AGREEMENT BETWEEN
THE TOWN OF ANNAPOLIS ROYAL AND _____ (business owner's
name)
CARRYING ON BUSINESS AS _____ (business name)

Town Council, grant privileges for you to utilize a portion of the sidewalk area in front of _____ at _____, for outdoor dining use, subject to the following conditions:

- {a} that the Town of Annapolis Royal shall lease the section measuring _____ situated _____, at _____ (address) for the sum of two Dollars (\$2.00) per square foot for the year 2020-21.
- {b} that _____ (owner's name) will ensure that a satisfactory clearance for pedestrian traffic will be maintained, as per Schedule "A"
- {c} that the hours of operation shall be from 10:00 a.m. to 10:00 p.m. Monday to Sunday, inclusive, and the area shall be vacant up to thirty (30) minutes prior to opening and within thirty (30) minutes of closing.
- {d} prior to entering into a lease agreement, _____ (business) agrees to provide a compost management plan, including odour abatement, that is satisfactory to the Town of Annapolis Royal and addresses the potential increased business capacity associated with this lease. (See Schedule B)
- {e} that should unfavourable conditions arise, the Town of Annapolis Royal has the ability to discontinue the use partially or completely at any time.
- {f} That _____ (owner's name), carrying on business as _____ (business) hereby covenant to agree to:
 - {I} save harmless the Town of Annapolis Royal from any liability of the Town to the public or otherwise, as a result of the operation of the business on the property of the Town and to indemnify the Town in respect of any claim which may be brought against the Town which the Town either in a court of law is ordered to pay or alternatively deems advisable to pay, at the sole discretion of the Town:
 - {ii} provide proof of appropriate liability insurance with a limit not less than \$1,000,000 covering operations of _____ (business) in a form satisfactory to the Town:
 - {iii} include the Town as an additional insured interest with respect to the business operations extending onto the property of the Town; and
 - {v} that the expansion of the business be seasonal from 16 April to 16 October
 - {vi} subject to a review on the 31st day of March annually
- {g} that this agreement expires on the 31 day of March 2021.

DATED at Annapolis Royal, N.S. this ____ Day of ____2020.

CAO

LEASEE

WITNESS TO SIGNATURES

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Schedule A

Sidewalk Lease Plans

Please describe/provide a drawing of the proposed sidewalk plans. Include all dimensions.

Business Owner

Date