



OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL
WINDSOR, ONTARIO
N9A 6S1

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

- d) **Termination Date** February 28, 2025
- e) **Operating Season** Licensee may conduct business relating to the operation of a Baseball Program including a concession stand to support Licensee-run events from May 1, 2024 to October 31, 2024
- f) **Non-Operating Season** Licensee may use the Licensed Space for the storage of equipment related to the operation of a Baseball Program from March 1, 2024 to April 30, 2024 and November 1, 2024 to February 28, 2025
- g) **Licensed Space** Storage Space 560 square feet
Washroom Space 50 square feet
within Malden Park Yard
- h) **Area of Licensed Space** 610 square feet
- i) **Annual License Fee** \$1,647.00 plus HST
- j) **Security Deposit** None
- k) **Land Taxes** Not Applicable
- l) **Utilities** Included in license fee
- m) **Permitted Use** Equipment Storage Space
- n) **Insurance** General Liability Insurance
Minimum Limit \$2,000,000.00
Licensee's Legal Liability Insurance
Minimum Limit \$300,000.00
The Corporation of the City of Windsor to be listed as additional insured and 30 days' notice of cancellation
- o) **Renewal** One (1) year option to renew on the following conditions:



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- i. Licensee provides written notice of its intent to exercise the renewal option no later than three (3) months prior to the expiration of the original Term;
- ii. Licensor may arbitrarily or unreasonably withhold consent, failing which, the option is void;
- iii. Any renewal will be on the same terms and conditions herein, save and except the license fee, which will be negotiated and mutually agreed upon by the parties within the thirty (30) day period following provision of notice of the Licensee's intent to exercise its option, failing such mutual agreement, the option is void

The term recommended represents the renewal period.

p) Guarantor

None

q) Special Provisions:

Licensee can access the Licensed Space during the regular operational hours of the Park (5:00 am to 11:00 pm), in accordance with City By-law No. 131-2019

Licensee is granted a non-exclusive license through the Park during the Term, strictly for the purpose of accessing the Licensed Space

Licensee is responsible for cleaning and maintaining the washroom space within the Licensed Space at its own cost

The Licensee acknowledges its obligations in accordance with City By-law No. 131-2019 and City By-law No. 113-2006, and specifically that it shall not possess, consume, serve or sell alcohol, or engage in smoking any lighted or heated equipment used to



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smoke or vaporize any tobacco or non-tobacco product, within the Licensed Space;

and,

III. THAT the Chief Administrative Officer and City Clerk **EXECUTE** a License Amending and Renewal Agreement, to be satisfactory in form to the City Solicitor, satisfactory in content to the Lease Administrator and the Executive Director of Recreation & Culture, and satisfactory in financial content to the City Treasurer.

Report Number: CAO 43/2024
Clerk's File: SR/13776

Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services
March 11, 2024

Department Distribution

Lease Administrator
Manager of Real Estate Services
Acting City Solicitor
Acting Commissioner, Corporate Services
Executive Director, Parks & Facilities
Executive Director, Recreation & Culture
Commissioner, Community Services
On behalf of Commissioner, Finance & City Treasurer
Chief Administrative Officer

External Distribution