



## **TENDER FOR OPERATION OF THE PEACOCK POINT STORE**

PEACOCK POINT COTTAGE OWNERS' ASSOCIATION INC.

Any person or persons interested in submitting a tender for this position should apply by letter to the Peacock Point Cottage Owners' Association Inc. Be sure to include your contact information.

Specifications and Terms for **Operation of Peacock Point Store:**

The contract covering this position will run from May 1<sup>st</sup>, 2023 through to October 19<sup>th</sup>, 2023.

Areas this position covers:

- ◆ See the specifications attached.
- ◆ As the requirements of this contract are many, more information can be obtained from Peacock Point Cottage Owners' Association Inc. Board Representative by emailing [ppcoasecretary@gmail.com](mailto:ppcoasecretary@gmail.com)

**Please submit your tender by going to <https://tinyurl.com/store2023> and completing the online form by Tuesday January 31<sup>st</sup>, 2023 at 6pm or dropping off a written tender to Diane Reynolds at 14 Reidy Street in a *sealed envelope* by Tuesday January 31<sup>st</sup>, 2023 at 6pm.**

If any assistance is required with your tender, please see any board member, email the secretary at [ppcoasecretary@gmail.com](mailto:ppcoasecretary@gmail.com).

*Please note that all applicants need to carry their own liability insurance. The successful applicant will be notified.*

*Please note that the lowest bid may not be accepted as the winning bid. Preference may be given to the previous contractor.*

## **LEASE AGREEMENT**

BETWEEN PEACOCK POINT COTTAGE OWNERS' ASSOCIATION INC.  
(hereinafter called the Association)

AND

(contractor)

### **for Peacock Point Store at 20 Lakeside Drive**

1. Duration of the contract is May 1<sup>st</sup>, 2023 through to October 19<sup>th</sup>, 2023. The store must be in operation from Victoria Day weekend to Thanksgiving weekend.
2. The Association agrees to waive the seasonal rental fee for this lease interval.
3. The Property is to be used as a convenience and variety store.
4. The store is not to be licensed for the distribution, sale or purchase of liquor, wine or beer (i.e. L.C.B.O. agency store, etc.)
5. The Operator must comply with all government laws and regulations, i.e. sale of tobacco products by or to persons under the age of 19 years is forbidden.
6. The Operator will enforce no smoking/vaping within 9 meters of store entrance in accordance with Haldimand County by-laws.
7. The store property must be maintained in accordance with all Ontario Health and Fire regulations whether the store is opened or closed.
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9. The approved health inspection certificate must be shown to the board and posted in the store for the duration of the season.
10. The cleanliness of the store must be such that it complies with Ontario Health regulations, as well as to the satisfaction of the Board of Directors for the Peacock Point Cottage Association. (i.e. daily cleaning inside and outside of the store).

11. The Operator must pay 90% of the hydro fees upon receipt of the bill.
12. The Operator must pay 75% of the pump out fee for the holding tank upon receipt of the bill.
13. The Operator must pay 25% of the port-o-potty fee upon receipt of the bill.
14. The Operator will clean the bathroom, provided in the hall, once a day for staff.
15. A deposit of \$500 is to be provided by the Operator before the start of the operation period. This deposit will be returned at the end of the operation period when all hydro and Port-a-Potty bills have been paid and an inspection of the store property shows there are no repairs required to the store property due to misuse.
16. The keys to the store will not be provided until the deposit is received. Keys must be returned by the last day of the contract.
17. The Operator will make arrangements with the store liaison from the Association Board for the inspection of the store, referenced in item 15, at the end of the contract.
18. The Operator will provide access, on verbal notice, to the Association Board, for the purpose of inspection of the store and store utilities (electrical and water equipment).
19. Hours of operation are to be displayed in the storefront area. Any changes to the hours of operation must be posted for customer awareness.

Suggested hours are:

May, June, Labour Day to October 31:

Mon – Thurs: 9:00 am – 1:00 pm, 4:00 – 8:00 pm Fri – Sun: 9:00 am – 9:00 pm

July, August to Labour Day:

7 days a week: 9:00 am to 9:00 pm

20. The Association will be responsible for repairs to the refrigeration equipment and inventory owned by the Association and for repairs to the store building. Such repairs that would be considered major by the Operator must be brought to the Association Board for review, consideration and resolution.

21. No changes to the building, electrical, or plumbing shall occur without the approval of the Association Board. Equipment and inventory, including shelving, shall stay within the store during the contract dates.
22. The Operator will remove all inventory and clean the store prior to last contract date. This includes cleaning out all refrigerators and freezers of their content and ensure they are left open to prevent mildew or mold.
23. The Association is not responsible for the operation of (excluding hours), or the product in the store.
24. The persons carrying out this contract must carry liability insurance of a minimum of \$2,000,000 for the duration of this contract. Proof of Insurance to be provided prior to opening.
25. If any of the terms and conditions are not met to the satisfaction of the Board of Directors, this contract may be terminated with 30 day notice.