

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 59-74

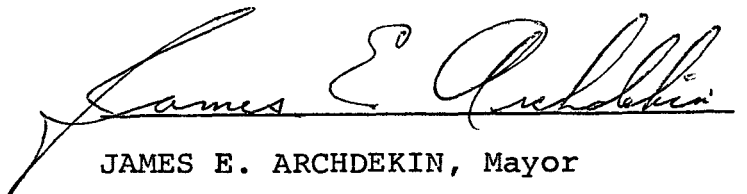
A By-law to authorize the execution
of an agreement with the Perpetual
Bazaar Inc. (Retail Outlet for Crafts).

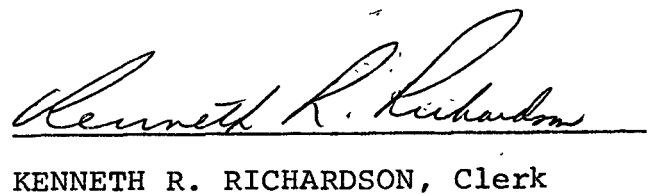
WHEREAS it is deemed expedient to enter into and execute an
agreement with the Perpetual Bazaar Inc. (Retail Outlet for
Crafts);

NOW THEREFORE the Council of the Corporation of the City of
Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute an
agreement, attached hereto as Schedule "A", with
the Perpetual Bazaar Inc. (Retail Outlet for Crafts).
2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said agreement,
attached hereto as Schedule "A", with the Perpetual
Bazaar Inc.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 8th day of July , 1974


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this first day of May, 1974.

B E T W E E N :

THE CORPORATION OF THE CITY
OF BRAMPTON,

hereinafter called the
"CITY" OF THE FIRST PART;

A N D :

PERPETUAL BAZAAR,

Hereinafter called the
"BAZAAR" OF THE SECOND PART.

WITNESSETH that the parties hereto agree as
follows :

1. The City grants to the Bazaar the right in the nature of a licence to use and occupy that part of the first floor of premises owned by the City and known municipally as 8 Main Street South, Brampton, shown outlined Appendix "B" hereto for a period of one year commencing on the first day of May, 1974, for the purpose of carrying on the business of retail sale of crafts, knitted goods, paintings and other items made by senior citizens, the handicapped and inmates of institutions in the City of Brampton.
2. The Bazaar covenants and agrees to pay the City rent in the sum of TWO HUNDRED (\$200.00) DOLLARS per month in advance, on the first day of each month commencing May 1st, 1974.
3. It is understood by the Bazaar that washroom accommodations are to be used with other occupants of the building.
4. The City agrees to supply heat, water and hydro-electric services without further charge to the Bazaar and to be responsible for the maintenance of the building, other than the areas licensed, but including the outside of all windows. The Bazaar will be responsible for it's own telephone service and for maintenance and cleanliness of the area licensed.

5. The Bazaar will make no alterations to the premises without the consent in writing of the City.

6. This agreement may be renewed upon it's termination by mutual agreement between the parties hereto and in the absence of such agreement and in the event the Bazaar remains in possession it shall do so subject to the terms hereof.

7. Either party may terminate this agreement prior to the expiry of the period stipulated, or as it may be extended as aforesaid, upon giving the other 30 days notice in writing of it's intention to do so.

8. Upon vacating the premises pursuant to the terms hereof, the Bazaar may remove it's chattels, but shall not remove any fixtures if such removal will result in any damage to any part of the building.

9. The Bazaar shall at all times, while the premises are in actual use, keep all doors open which are necessary for emergency exit through the rear of the building and shall permit access through the area licensed for this purpose to all persons.

10. The City shall have the right, through its officers and employees, to enter and view the premises to ensure that the licensee's use thereof does not create undue hazard from fire, explosion or other mischance and to require that corrections be made to this end by the Bazaar.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

THE CORPORATION OF THE CITY
OF BRAMPTON

Per: James E. Aschdehri

Per: Kenneth R. Richardson

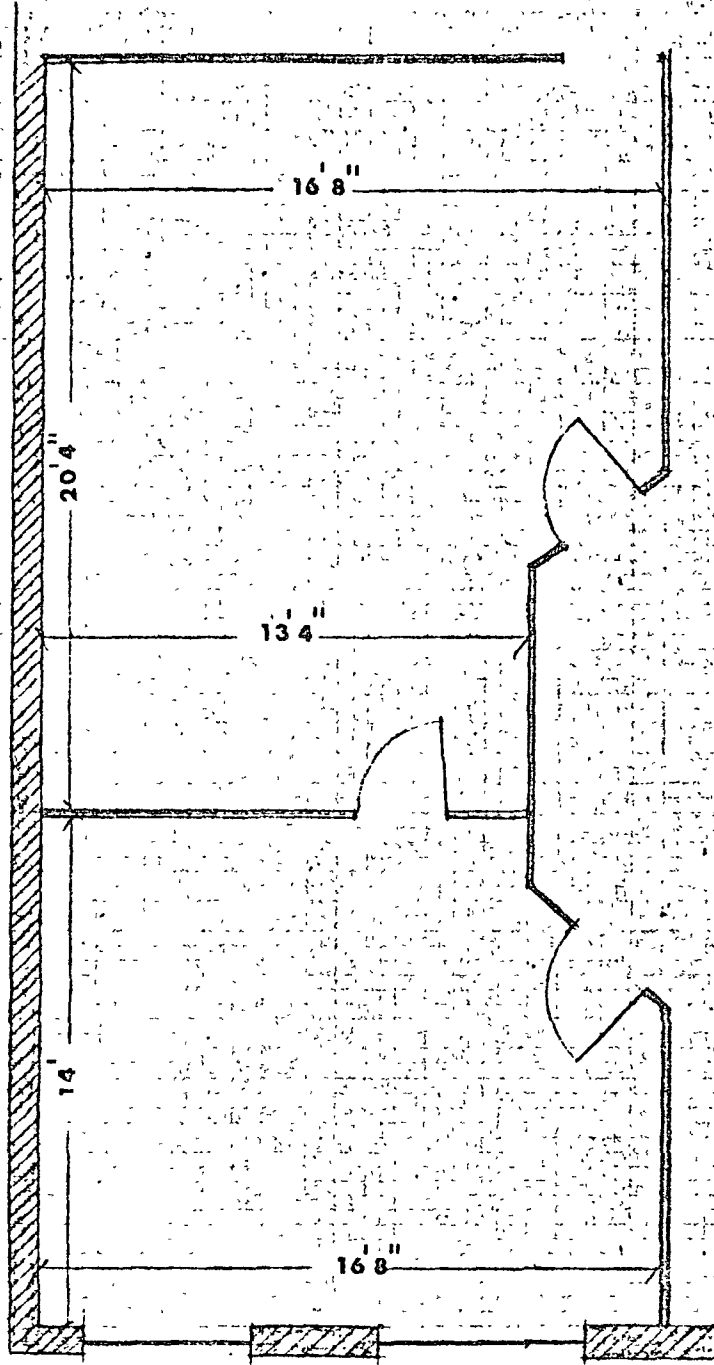
SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF :

PERPETUAL BAZAAR

Per: _____

Per: _____

APPENDIX "B"



SCALE $\frac{1}{4}'' = 1'-0''$