THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW 1999-28

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH BRIAN FINGER FOR CAMPGROUND MANAGEMENT.

WHEREAS the Municipality of Northern Bruce Peninsula is the owner of the Lion’s Head Beach Park and Campground;

AND WHEREAS the Municipality wishes to contract the management of said Lion’s Head Beach Park and Campground;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA ENACTS AS FOLLOWS:

1. That we enter into an agreement with Brian Finger for the management of the Lion’s Head Beach Park and Campground for the 1999 season.

2. That the Mayor and Clerk be and are hereby authorized to execute said agreement on behalf of the Corporation.

3. That a copy of said agreement be attached hereto and form part of this by-law as Schedule “A”.

4. That this by-law shall come into force and take effect upon the final passing thereof.

READ A FIRST AND SECOND TIME THIS 10TH DAY OF MAY, 1999.

Mayor

CLERK

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 10TH DAY OF MAY, 1999.

Mayor

CLERK
THIS AGREEMENT made in duplicate this 16th day of May, 1999.
1999.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA
hereinafter called the "MUNICIPALITY"

OF THE FIRST PART

- and -

hereinafter called "MANAGER"

OF THE SECOND PART

WHEREAS the Municipality is the owner of the Lion's Head Beach
Park and Campground and has engaged Brian Finger
to manage the same on the terms and conditions hereinafter set
out. NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND OTHER
VALUABLE CONSIDERATION, the said parties DO HEREBY COVENANT AND
AGREE with one another as follows:

1. The Municipality hereby engages Brian Finger

__________________________ as Manager(s) of the

Lion's Head Beach Park and Campground on the terms
hereinafter set out, which terms are acceptable by the Municipality of Northern Bruce Peninsula. The period of this agreement shall be May 1st, 1999 to October 31st, 1999.

2. The duties and responsibilities of Brian Finger as Manager(s) are as set out on the Municipality's policy statements pertaining to the operation of the Lion's Head Beach Park and Campground, a copy of which is annexed hereto as Schedule "A", and without limiting the generality of the foregoing, said duties and responsibilities shall include such other duties and responsibilities as indicated by Council for the Lion's Head Beach Park and Campground which are consistent with the policy statements of the Municipality on the operation of the Lion's Head Beach Park and Campground and any amendments thereto. In addition thereto Brian Finger shall be responsible for the receipt and processing of daily transactions for the 1999 camping season and deposit receipts as required in the Lion's Head Beach Park and Campground bank account of all monies collected.

3. It is understood and agreed that Brian Finger make the necessary arrangements and preparation for
winter to be completed by October 31st.

4. The parties acknowledge that it is the intention of the Municipality that the contract shall be tendered annually. This requirement may be waived at the option of the Municipality.

5. All books, records, cheques, reservations, keys and any matter related to the Campground shall be turned over to the Municipality office by October 31st annually.

6. Either party may give to the other party fourteen (14) days' written notice of its, his or their intention to terminate this agreement, which agreement shall then terminate accordingly; provided that the Municipality may at any time terminate this agreement immediately upon paying to BRIAN FINGER two (2) weeks' payments calculated as a percentage of the contract.

7. Payment for Beach Park and Campground Management shall be $10,956.00, payable as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>May 31</td>
<td>15%</td>
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<tr>
<td>June 30</td>
<td>15%</td>
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<tr>
<td>July 31</td>
<td>20%</td>
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<tr>
<td>August 31</td>
<td>20%</td>
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<tr>
<td>September 30</td>
<td>15%</td>
</tr>
<tr>
<td>October 31</td>
<td>15%</td>
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</tbody>
</table>
IN WITNESS WHEREOF the party of the first part has hereunto affixed its Corporate Seal attested by the hand of its officers thereunto lawfully authorized, and the party of the second part has hereunto set their hands and seals.

SIGNED, SEALED ) THE CORPORATION OF THE MUNICIPALITY OF AND DELIVERED ) NORTHERN BRUCE PENINSULA IN THE PRESENCE )
OF: )

) MAJOR

) CLERK-ADMINISTRATOR

) MANAGER