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 _____ _____(civic address), for an accessibility ramp, subject to the following conditions:

{a} that the Town of Annapolis Royal shall lease the section measuring _____ situated_____, at _____ (address) for the sum of One Dollars ($1.00) per annum.

{b} that _____(owner's name) will ensure that a satisfactory clearance for pedestrian traffic will be maintained (5' of sidewalk).

{c} that the ramp design shall hall conform to all relevant regulations and codes, notably the Nova Scotia Building Code Regulations.

{i} while conforming to all relevant regulations and codes, the ramp must conform to the design guidelines found in Schedule A

{ii} that the ramp be maintained in a condition compliant with all relevant codes, regulations, and Town guidelines, to include snow removal and maintenance as required.

{d} where multiple businesses have doors which are close together, or share the same landing, ramp design should endeavour to be such that one ramp may serve all businesses.

{e} where one (1) ramp serves multiple businesses, all parties shall be signatories to this agreement and share equal responsibility for compliance to all conditions.

{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

{iv} subject to a review on the 31st day of March annually

{g} that this agreement expires on the 31 day of March 2027. Renewal of this lease shall not be unreasonably withheld if the above conditions are met. If the lease is not renewed, the ramp must be removed within 30 days and the sidewalk restored to its original condition at the signatories' expense.

DATED at Annapolis Royal, N.S. this ____ Day of _____2026.

SANDI MILLETT-CAMPBELL, CAO	**LEASEE**
WITNESS TO SIGNATURES	**WITNESS TO SIGNATURES**

SCHEDULE A: Ramp Design Guidelines

Due to the heritage nature of the buildings along St. George street, all proposed ramps must be designed in compliance with the following guidelines in order to qualify for a sidewalk lease.

1. Ramp designs must conform to the Nova Scotia Building Accessibility guidelines
2. Ramps must be constructed of such materials and in such manner so as to minimize possible impact on sidewalks
3. Where possible, ramp design should incorporate the slope (if any) of the sidewalk in order to minimize ramp rise (and therefore length).
4. While meeting the above criteria, ramp design should be sympathetic to the architecture of the building. The Planning Coordinator will review the application. If the design does not compromise the heritage value of the building, the Planning Coordinator can approve the application. The approved application will then be sent to the Development and Building Officers for final approval.

If the Planning Coordinator deems that the design is potentially compromising to the building's heritage value, then the application will go to the next PHAC meeting for the Committee's consideration and recommendation to Council. Upon approval by Council, the application will be reviewed by the Development and Building Officers for compliance.