

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

47-79 Number _____

To authorize the execution of an Agreement between Brampton Minor Hockey Association and The Corporation of the City of Brampton.

The Council of The Corporation of the City of Brampton ENACTS as follows:

٦.

The Mayor and the Clerk are hereby authorized to execute an Agreement between Brampton Minor Hockey Association and The Corporation of the City of Brampton, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of March, 1979.

James E. Archdekin, Mayor vereed.

Ralph A. Everett, Acting Clerk

THIS AGREEMENT made in triplicate this 15th day of January, 1979.

BETWEEN:

hereinafter called "the City"

AND

THE BRAMPTON MINOR HOCKEY ASSOCIATION

hereinafter called "the Association"

THE CORPORATION OF THE CITY OF BRAMPTON

WITNESSES that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

- 1. The City agrees:
 - to hold in reserve for scheduled games of the Association's Junior 'B' Hockey Club (hereinafter called "the Club") the ice surface and dressing rooms at Century Gardens arena from 7.30 p.m. to 10.30 p.m. every Sunday evening from and including October 1st, 1978 to and including February 4th, 1979;
 - (2) to hold in reserve for scheduled games of the Club the ice surface and dressing rooms at Memorial Arena from 7.00 p.m. to 10.30 p.m. on the following days:

Wednesday, November 22, 1978. Wednesday, December 13, 1978. Wednesday, December 27, 1978. Wednesday, January 3, 1979. Wednesday, January 17, 1979.

- (3) to make available, when possible, the ice surface and dressing rooms for practice at the Century Gardens arena at a rate of \$37.00 per hour of ice time for dates prior to October 1st, 1978 and \$32.00 per hour thereafter. The City will subsidize by the amount of \$10.00 per hour one practice per month ice time after October 1, 1978;
- 2. The Association agrees:
 - (1) to provide and pay for the following at each game:
 - (a) a doorman
 - (b) a timekeeper
 - (c) a first aid attendant
 - (d) referees and
 - (e) tickets and a ticket seller;
 - (2) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams:
 - (3) to provide the City all documents as required for minor sports groups affiliation;
 - (4) to pay to the City the rate of \$32.00 per hour for all league games and playoffs. This rate will be subsidized by the City by \$10.00 per hour.
 - (5) to ensure that their team and all visiting teams shall abide by all by-laws, regulations and rules of the City;

- (6) to provide and pay for police protection and any additional staff when requested to do so by the arena manager; to obtain insurance for public liability and (7) property damage in an amount of at least five hundred thousand dollars for each occurrence; to indemnify and save harmless the City from (8) and against all claims, demands, actions and proceedings, by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury, including death, arising by reason of or in connection with the use of the arenas by the Association for any purposes relating to the Club: 3. It is agreed that: (1) the ticket prices during the regular season games shall be as follows: \$2.00 per person \$1.50 per person adults students \$.50 per person children a family \$4.50 per family (2) the ticket prices set out in clause 3 (1) may be changed but only with the written approval of the City's Director of Facilities and Programme Services
 - (3) the term of this agreement shall be from the 1st day of September, 1978 to the 31st day of August, 1979;
 - (4) the Commissioner of Parks and Recreation for the City shall have the right to cancel this agreement, upon two (2) weeks prior written notice, if the Association does not comply with the terms of this agreement;
 - (5) the address of the City for the purpose of notification shall be:

Director of Facilities and Programme Services, Parks and Recreation Department, City of Brampton, 150 Central Park Drive, BRAMALEA, Ontario L6T 2V1; and

(6) the address of the Association for the purpose of notification shall be:

The Brampton Minor Hockey Association, c/o Mr. J. Martin, 18 Riverview Drive, BRAMPTON, Ontario. L6W 2E5

IN WITNESS WHEREOF the officers of the Association duly authorized in that behalf have set their hands hereunder and the City has hereunto set its seal under the hands of its Mayor and Acting Clerk.

THE BRAMPTON MINOR HOCKEY ASSOCIATION

President

title/position

1/ Aux title/position

THE CORPORATION OF THE CITY OF BRAMPTON

Mayor

Acting Clerk

PASSED March 12th 19 79



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