

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 96-74


A By-law to authorize the execution of a lease agreement with Four Courts Limited. (Supply and Installation of an Air Supported Structure over Tennis Courts in Chinguacousy Park)

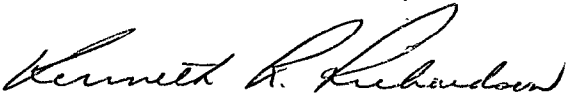
WHEREAS it is deemed expedient to enter into and execute a lease agreement with Four Courts Limited;

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 a lease agreement with Four Courts Limited, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said lease agreement, attached hereto as Schedule "A", with Four Courts Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of September, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS LEASE made in duplicate this day of
1974.

B E T W E E N :

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the LESSOR

OF THE FIRST PART

- and -

FOUR COURTS LIMITED, an Ontario Company
having its head office at the City of
Guelph, in the County of Wellington,

hereinafter called the LESSEE

OF THE SECOND PART

WHEREAS the Lessor is the owner of tennis courts in the
City of Brampton known as Chinguacousy Park Tennis Courts which
courts are located on the lands described in Schedule "A".

NOW THEREFORE in consideration of the rents hereby re-
served and the covenants herein contained on the part of the Lessee,
the Lessor hereby leases to the Lessee all the lands and improve-
ments thereon in the City of Brampton in the Province of Ontario
shown outlined in red in Schedule "B" (which lands are hereafter
referred to as "The Courts").

TO HOLD the Courts from the 15th of October until the
30th of April next following in each of the years 1974-75, 1975-76,
1976-77, 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83 and
1983-84.

THE LESSEE paying for each six and one-half month period
as aforesaid the sum of TWO THOUSAND (\$2,000.00) DOLLARS of lawful
money of Canada as follows:

On the 15th day of October, November, December,
January and February in each such period the sum
of THREE HUNDRED AND THIRTY-THREE (\$333.00) DOLLARS
and on the 15th day of March in each such period
the sum of THREE HUNDRED AND THIRTY-FIVE (\$335.00)
DOLLARS.

1. The Lessee covenants:

- (a) To pay rent;
- (b) To supply and install an air supported structure over The Courts including a ring anchor beam to secure same, all necessary equipment to inflate and make use of same plus entrance and viewing gallery; all such installations to be subject to the approval of the Lessor;
- (c) To operate a tennis club on The Courts during each six and one-half month period as set out above and supply and pay for the installation and maintenance of all necessary services, utilities and labour in connection therewith, including instruction;
- (d) To maintain and repair the existing court surface including without limiting the generality of the foregoing the replacement of the Colour Coat biannually (or oftener if required in the reasonable opinion of the Lessor);
- (e) To sell memberships and charge user fees in addition thereto according to the following table for the 1974-75 season:

The initial membership rate structure would be as follows:

Senior Man	\$75.00	Brampton Resident less 20%	\$60.00
Senior Lady	\$60.00	Brampton Resident less 20%	\$48.00
Junior	\$25.00	Brampton Resident less 20%	\$20.00

Court fees for all users:

Weekday Daytime	\$4.00 per hour per court
Weekday Evenings	\$7.00 per hour per court
Weekend Daytime	\$7.00 per hour per court
Weekend Evenings	\$4.00 per hour per court

For the purposes of this agreement, Evenings shall mean the hours between 6:30 p.m. and mid-night and daytime shall mean the hours up until 6:30 p.m.

Guest fee \$2.00 per guest in addition to court fees. Each guest limited to one visit per month, maximum three visits per season.

Provide non-member pay-as-you-play when available at \$10.00 per hour per court.

Upon request by the Lessor, Block Time will be made available to the Parks and Recreation Department at the rate of \$4.00 per hour per court for all hours, up to a maximum of ten (10) hours per week.

All rate changes must be approved in writing by the Lessor and in the event that the rates are increased, the 20% reduction for Brampton residents shall be maintained;

- (f) By the 30th of April in each year to deflate and remove the air supported structure, entrance and viewing gallery and leave grounds in a clean and tidy condition suitable for the commencement of the summer season and acceptable to the Lessor;
- (g) Purchase public liability and property damage insurance in an amount and with a company approved by the Lessor;
- (h) Indemnify the Lessor against all liabilities, costs, fines, suits, claims, demands and actions and causes of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this Lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Lessee or its servants, employees, agents, sub-lessees, or licensees or invitees on the premises.
- (i) To be responsible for any and all realty and business taxes charged against the Lessor or the Lessee or the property hereby leased as a result of this lease or as a result of the Lessee's use of the land hereby leased.

2. The Lessor covenants:

- (a) For quiet enjoyment;
- (b) To allow the Lessee, its employees, members and guests to use the existing parking facilities adjacent to The Courts;
- (c) To allow the Lessee to install all necessary electrical, gas, telephone and other services required at the site provided the location and installation of same are approved by the Lessor.

3. PROVISOS:

- (a) The Lessee may enter upon The Courts subsequent to the 1st day of October 1974 and prior to the 15th day of October 1974 for the purpose of the installing the ring anchor beam and underground services required by the installation or at any other time with the permission of the Director of Parks and Recreation;
- (b) The Lessee may, upon written notice to the Lessor delivered on or before the 15th day of September in any year, terminate this Lease and its obligations hereunder without liability to the Lessee;
- (c) The Lessee may remove its building and fixtures save and except as to the ring anchor beam;
- (d) The Lessor may re-enter on non-payment of rent;
- (e) In the event that this Lease is terminated before the end of the ten year term set out herein, the Lessor shall have the option to purchase the building and fixtures at invoice cost less ten (10%) per cent per year depreciation;
- (f) Upon the completion of the term herein provided the Lessor may at its option purchase from the Lessee the air supported structure and ancillary equipment for the sum of Two (\$2.00) Dollars.
In the event the air supported polyester structure

requires replacement prior to the termination of the ten year term, which replacement shall not be made without the written consent of the Lessor, the replacement envelope will be sold to the Lessor, if it exercises its option as aforesaid, at original invoice prices less ten (10%) percent per year depreciation;

- (g) It is understood between the parties hereto that arrangements will be made by the Lessee to use washroom and changing facilities in the Chinguacousy Curling Club. In the event that such arrangements cannot be made, the Lessee hereby undertakes to construct to the satisfaction and approval of the Lessor a covered walkway from the entrance building of the tennis court to the existing municipal washrooms and dressing facilities located on the south side of the Chinguacousy Curling Rink and to pay to the Lessor for the use of such facilities an additional rental fee of Ten (\$10.00) Dollars per day.
- (h) The parties hereto may alter any of the terms, covenants or conditions of this Lease during the term hereof by agreement between them in writing.

ANY notice or delivery to be given or made hereunder shall be sufficiently given or made if mailed to the Lessor c/o Director of Parks and Recreation of the City of Brampton, 150 Central Park Drive, Bramalea, Ontario, and to the Lessee in care of Farley & King Limited, 550 Imperial Road, Guelph, Ontario, N1H 6J9, in each case by prepaid registered mail and shall be deemed to have been given or made on the day following the date of mailing; provided that either party may change its address by written notice to the other and in such event this paragraph shall be deemed to be amended accordingly.

THIS lease and anything herein contained shall extend to, bind and enure to the benefit of the successors and assigns of each of the parties hereto subject to the consent of the Lessor

being obtained, as hereinbefore provided, to any assignment or sub-lease by the Lessee and, where there is more than one Lessor or Lessee or where the Lessor or Lessee is a male, female or a corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or its agents or representatives.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by their signing officers in that behalf.

SIGNED, SEALED AND DELIVERED)

In the presence of)

THE CORPORATION OF THE CITY OF
BRAMPTON

James E. Archibald
Kenneth R. Leberman

FOUR COURTS LIMITED

John J. Traverso