



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

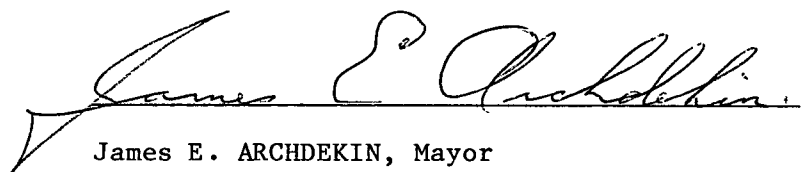
Number 115-81

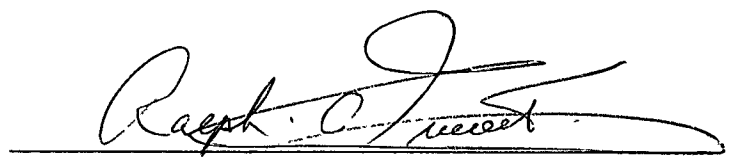
To authorize the execution of an agreement between James L. Betts Enterprises Limited and The City of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1981 05 11 between James L. Betts Enterprises Limited and The Corporation of the City of Brampton relating to the rental of roller skates, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of May, 1981


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

ROLLER SKATE LEASE AGREEMENT

THIS LEASE AGREEMENT dated the 1st day of May 1981

B E T W E E N : JAMES L. BETTS ENTERPRIZES LIMITED
a corporation incorporated under the
laws of the Province of Ontario,

hereinafter called the LESSOR OF THE
FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter called the LESSEE OF THE
SECOND PART

1. In consideration of the rents, covenants and agreements hereinafter contained the Lessor does hereby lease to the Lessee 200 (Two Hundred) pairs of Roller Skates and 4 Portable Racks, which the Lessor warrants will be in first class condition at the date of delivery; the Lessee has the right to refuse acceptance of any equipment which it does not deem to be in first class condition at delivery.
2. The lease shall be for a term of 4 months commencing on the 4th day of the month of May and shall end on the 6th day of the month of September.
3. The rent under this lease shall be at the rate of \$4.50 per pair per month, plus Provincial Sales Tax if applicable, payable upon the last day of every month during the said term, and the first payment to be made on the 31st day of May.
4. The Lessee agrees that the leased equipment shall be located at various premises of the Lessee, being

Century Gardens Recreation Complex	Memorial Arena
Rosalea Arena	Victoria Park Arena
Greenbriar Recreation Centre	Earnscliffe Recreation Centre

and other City of Brampton facilities if required and used only at these premises.
5. The Lessee will assume the sole responsibility for the condition, operation and maintenance of the leased equipment during the term of this lease; the Lessor shall supply parts for the Lessee at no charge to the Lessee, to do the repairs and maintenance of the leased equipment. The Lessor shall retain the right to examine the condition of the equipment at any time during the term of the lease and if the equipment is being misused or abused, the Lessor shall give written notice to the Lessee to cancel the contract twenty days hence and to remove the equipment from the said premises at that time, unless there is a mutually satisfactory alternative.
6. The Lessee agrees with the Lessor to replace any of the leased equipment, which is lost, stolen, destroyed by fire or damaged in any manner, reasonable wear and tear excepted during the period of the lease, with equipment of like kind, age and quality, or the cash equivalent.
7. The Lessee agrees with the Lessor that the Lessee will at all times protect, indemnify and save harmless the Lessor or its assigns from and against any and all loss arising out

of claims against the Lessor for personal injury (including death) or damage to property caused by or arising out of the condition of the leased equipment, or by the use or misuse thereof by the Lessee, its servants, agents, employees, licensees, invitees or the third persons.

- 8. The Lessee covenants and agrees to maintain at his own expense and in full force and effect at all times a policy of general liability insurance naming the Lessor as a party insured, insuring the Lessor against the risks set out in paragraph 7 of this agreement.

Witness the corporate seals of the corporate parties duly attested by the hands of their proper signing officers in that behalf.

LESSEE:-

James E. Archdekin
 Corporation of the City of Brampton
 Mayor

[Signature]
 Corporation of the City of Brampton
 Clerk

LESSOR:-

James I. Betts
 JAMES I. BETTS ENTERPRIZES LIMITED

APPROVED
 AS TO FORM
 LAW DEPT.
 BRAMPTON
 DATE *8/5/81*



ROLLER SKATES
RENTAL, SALES & SERVICE

(416) 895-2372

JAMES L. BETTS ENTERPRIZES LTD.

P O BOX 73

NEWMARKET, ONTARIO

L3Y 4W3

June 4th 1981

City of Brampton
Parks & Recreation Dept.,
150 Central Park Drive,
Bramalea, Ont. L6T 2T9

Attention of Mr. R. Cranch

Dear Bob:

I am returning two copies of Skate Lease agreement, signed and completed as requested. I have not as yet received written confirmation from your Insurance Company that we have been added as an additional insured party (clauses 7 and 8). Could you arrange to have these documents mailed to me.

With thanks.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "J Betts".

James L. Betts

PASSED May 11, 1981



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No. 115-81

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