



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 116-79


To authorize the execution of an Agreement between The Brampton Excelsior Lacrosse Club and The Corporation of 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 between The Brampton Excelsior Lacrosse Club 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 22nd day of May, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

PASSED May 22, 19 79



BY-LAW

No. 116-79

To authorize the execution of an Agreement between The Brampton Excelsior Lacrosse Club and The Corporation of the City of Brampton.

This RENTAL AGREEMENT made in triplicate the 30 day of April 1979
BETWEEN:

The Corporation of the City of Brampton
hereinafter called "the City"
and

The Brampton Excelsior Lacrosse Club
hereinafter called "the Club"

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:

- (1) to hold in reserve for scheduled regular season and playoff games of the Club the playing surface and dressing rooms at Victoria Park Arena and Memorial Arena on the following evenings:
Victoria Park Arena - Friday evenings - 3 dates only; June 1, July 6 and August 3.
Memorial Arena - Tuesday, Thursday and Friday evenings, exception June 1, July 6 and August 3, 1979.
from 7.00 p.m. - 10.00 p.m. commencing in May, 1979 and thereafter until completion of the 1979 schedules for Senior and Junior 'A' and Junior 'B' lacrosse teams with the exception of possible exhibition games and block-out dates to be arranged at future scheduling meetings;
- (2) to provide tickets and ticket seller at the arenas for each such scheduled game;
- (3) to make available, when possible, the playing surface and dressing rooms for practices at Victoria Park Arena and Memorial Arena for practice times throughout the season;
- (4) to provide the Club with a copy of the arena sales and cash report for each game the night of that game;
- (5) to endeavour to pay to the Club the Club's share of the gate receipts and to provide a breakdown of the gate receipts to the Club within seven (7) working days after each game;
- (6) to indicate on the reports setting out the breakdown of gate receipts for each game, the details of and reasons for any deductions made pursuant to clause 2 (5).

2. The Club agrees:

- (1) to provide and pay for the following at each game
 - (a) a doorman
 - (b) a timekeeper
 - (c) a first aid attendant and
 - (d) referees;
- (2) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams;
- (3) to keep and make available to the City for inspection a ledger recording season ticket sales;

- (4) to guarantee the City a minimum of \$33.00 for each game played other than pre-season or exhibition games and to pay the City the amount due to the City for each such game as computed in accordance with clause 3 (7);
- (5) that the City may deduct from the Club's share of the gate receipts for each game any amount owed to the City by the Club as of that date on which such share is to be paid to the Club;
- (6) to ensure that their team and all visiting teams and spectators shall abide by all by-laws, regulations and rules of the City;
- (7) to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- (8) to obtain insurance for public liability and property damage in an amount of at least five hundred thousand dollars for each occurrence;
- (9) to indemnify and save harmless the City from 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 arena by the Club;

3. It is agreed that:

- (1) the ticket prices during the regular games shall be as follows:

Seniors: Games	Adults	\$2.50
	Students/ Senior Citizens	\$1.50
	Children (under 14)	.50¢
	with parent	Free
Junior A: Games	Adults	\$2.00
	Students/ Senior Citizens	\$1.50
	Children	.50¢
Junior B: Games	Adults	\$1.50
	Students/ Senior Citizens	\$1.00
	Children	.50¢
	Family	\$2.00

- (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) all references to "gate receipts" in this agreement shall be taken to mean "gross gate receipts";
- (4) "gross gate receipts" for each game shall include gate receipts actually received and also an amount equal to a figure obtained by multiplying the number of season tickets used at that game by the average cost per game to a season ticket holder;

- (5) all gate receipts are to be handled by and to remain in possession of the staff provided by the City;
- (6) the actual number of tickets sold and season tickets used at each game shall be recorded on the City cash report sheet and verified by the signature of the arena manager;
- (7)
 - (a) for each game, other than a pre-season or exhibition game, in which the gate receipts exceed \$300.00, the City shall receive and be entitled to retain 25% of the gate receipts.
 - (b) for each game, other than a pre-season or exhibition game or a game to which clause (a) applies, the City shall receive and be entitled to retain \$33.00 out of the gate receipts and 25% of the amount remaining after deducting that \$33.00;
 - (c) subject to any deduction under clause 2(5), the Club shall receive the remainder of the gate receipts from each game, other than pre-season or exhibition games;
 - (d) the City shall receive and be entitled to retain all gate receipts from all pre-season or exhibition games;
- (8) the term of this agreement shall be from the 1st day of May, 1979 to the 1st day of September, 1979.
- (9) 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;
- (10) 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;
- (11) the address of the Club for the purpose of notification shall be:
 - Brampton Excelsior Lacrosse Club,
 - c/o E. L. Coates,
 - 6 George Street South,
 - Brampton, Ontario
 - L6Y 1P1

IN WITNESS WHEREOF the Officers of the Club 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.

BRAMPTON EXCELSIOR LACROSSE CLUB

Ernest Heath Sr. Mayor & Trustee

 title/position

_____ title/position

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald

 Mayor

Ralph C. [Signature]

 Acting Clerk